



## City Council Agenda

### Agenda

Documents: [\*\*AGENDA.PDF\*\*](#)

### Draft Minutes - June 8, 2015

Documents: [\*\*DRAFT - FORMAL MINUTES.PDF\*\*](#)

### Item 11a

Documents: [\*\*ITEM 11A - ADOPTION OF 2014 CODE OF ORDINANCES.PDF\*\*](#)

### Item 11b

Documents: [\*\*ITEM 11B - AX-4-2015 - 200 DUVALL DRIVE.PDF\*\*](#)

### Item 11c

Documents: [\*\*ITEM 11C - AX-5-2015 2555 N PLEASANTBURG DRIVE.PDF\*\*](#)

### Item 11d

Documents: [\*\*ITEM 11D - Z-17-2015 - REZONE GROVE ROAD PARCELS.PDF\*\*](#)

### Item 11e

Documents: [\*\*ITEM 11E - SPRINGWOOD CEMETERY ADVISORY COMMITTEE - ESTABLISH.PDF\*\*](#)

### Item 13a

Documents: [\*\*ITEM 13A - COMPENSATION OF CITY MANAGER.PDF\*\*](#)

### Item 13b

Documents: [\*\*ITEM 13B - COMPENSATION OF MUNICIPAL JUDGE.PDF\*\*](#)

### Item 13c

Documents: [\*\*ITEM 13C - COMPENSATION OF CITY ATTORNEY.PDF\*\*](#)

### Item 15a

Documents: [\*\*ITEM 15A - APPROPRIATION - 97,000 RECYCLING ACTIVITIES.PDF\*\*](#)

### Item 15b

Documents: [\*\*ITEM 15B - CITY CODE - AMEND SECTION 6-67\(A\) OCCUPANCY PERMIT.PDF\*\*](#)

### Item 15c

Documents: [\*\*ITEM 15C - AGREEMENT FOR SALE AND PURCHASE - SOUTHERN FLOOR \(SCTAC\).PDF\*\*](#)

### Item 15d

Documents: [\*\*ITEM 15D - AGREEMENT - RIVERPLACE OFFICE II EASEMENT.PDF\*\*](#)

Item 15e

Documents: **ITEM 15E - AGREEMENT - BROAD STREET OFFICE, LLC.PDF**

Item 16a

Documents: **ITEM 16A - APPOINTMENT OF VARIOUS JUDICIAL POSITIONS IN MUNICIPAL COURT.PDF**

Item 16b

Documents: **ITEM 16B - DESIGNATE 3,000 TO TASTE OF BLACK UPSTATE.PDF**

Item 16c

Documents: **ITEM 16C - RECOGNIZE HEROIC ACTIONS.PDF**

*Questions on an agenda item? Contact Camilla Pitman, city clerk, at [cpitman@greenvillesc.gov](mailto:cpitman@greenvillesc.gov).  
All media inquiries, please contact Leslie Fletcher, city public information officer, at [lfletcher@greenvillesc.gov](mailto:lfletcher@greenvillesc.gov)*



# **AGENDA**

## **FORMAL MEETING OF CITY COUNCIL**

### **COUNCIL CHAMBERS – CITY HALL**

**JUNE 22, 2015**  
**5:30 p.m.**

---

1. **Call to Order**                      Mayor Knox H. White
2. **Invocation**                      Councilman Amy Doyle
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of the Minutes**      June 8, 2015
6. **Communications/Announcements from the Mayor and Council**
7. **Citizens Wishing to Address Council**
8. **Presentation**
  - a. Retirement Recognition of City Employees
9. **Public Hearing**

None
10. **APPOINTMENTS – Boards and Commissions**

None

#### **CONSENT AGENDA**

*There will be no discussion of Consent Agenda items unless a Council member so requests in which event the item in question will be considered separately.*

11. **UNFINISHED BUSINESS -- (Ordinances – Second and Final Reading)**
  - a. Ordinance to adopt an enact a new Code of Ordinances of the City of Greenville, providing for the repeal of certain Ordinances not included therein, providing a penalty for the violation thereof, providing for the manner of amending such code, and providing when such code and this Ordinance shall become effective (Roll Call)
  - b. Ordinance to annex approximately 4.690 acres of real property located at 200 Duvall Drive and to provide the zoning designation of C-3, Regional Commercial, District (Tax Map Number 0272000101500) (AX-4-2015) (Roll Call)

- c. Ordinance to annex approximately 2.276 acres of real property located at 2555 North Pleasantburg Drive (Tax Map Number 0183030102700) (AX-5-2015)  
(Roll Call)
- d. Ordinance to rezone three parcels of land located on Grove Road from RM-2, Single and Multi-Family Residential, District to OD, Office and Industrial, District (Tax Map Numbers 0105000300700, 0105000301100, and 010500031200)  
(Z-17-2015)  
(Roll Call)
- e. Ordinance to establish Springwood Cemetery Advisory Committee  
(Roll Call)

**12. NEW BUSINESS -- (Ordinances – First Reading)**

None

**13. NEW BUSINESS -- (Resolutions – First and Final Reading)**

- a. Resolution to provide for a merit increase to the City Manager
- b. Resolution to reappoint Municipal Judge and to provide for a merit increase
- c. Resolution to provide for a merit increase to the City Attorney

<b>REGULAR AGENDA</b>
-----------------------

**14. UNFINISHED BUSINESS -- (Ordinances – Second and Final Reading)**

None

**15. NEW BUSINESS -- (Ordinances – First Reading)**

- a. Ordinance to appropriate \$97,000 in the Miscellaneous Grant Fund for Recycling Activities  
(Roll Call)
- b. Ordinance to amend Section 6-67, Occupancy Permit, of the Code of Ordinances of the City of Greenville  
(Roll Call)
- c. Ordinance to approve a Sales and Purchase Agreement between the city of Greenville, the county of Greenville, and Southern Flooring, Inc. to sell approximately 3.02 acres of property on Perimeter Road to Southern Flooring, Inc. (Portion of Tax Map Number 0400010100100)  
(Roll Call)

- d. Ordinance to approve an easement in favor of Riverplace Office II, Inc., for location of a floor mounted air conditioning unit and associated facilities in Riverplace Parking Garage  
(Roll Call)
- e. Ordinance to enter into a Development Agreement regarding a parking garage  
(Roll Call)

**16. NEW BUSINESS -- (Resolutions – First and Final Reading)**

- a. Resolution to reappoint various judicial positions in Municipal Court under Chapter 22, Municipal Court, of the Code of Ordinances of the City of Greenville
- b. Resolution to designate \$3,000 from the City Council Reserve in the State Accommodations Tax Fund for the purpose of providing financial assistance to Black Pages International for the 2015 Upstate Business Summit and “Taste of Black Upstate”
- c. Resolution to recognize the heroic actions of Police Officers Jessica Hawkins and Joshua Tankersley

**17. ADJOURN**



# **MINUTES**

## **FORMAL MEETING OF CITY COUNCIL**

### **COUNCIL CHAMBERS – CITY HALL**

June 8, 2015  
5:30 P.M.

---

1. **CALL TO ORDER** Mayor Knox White
2. **INVOCATION** Councilman Jil Littlejohn
3. **PLEDGE OF ALLEGIANCE** All
4. **ROLL CALL**

The following members of City Council were in attendance: Mayor Knox White, Amy Doyle, Lillian Flemming, Gaye Sprague, Susan Reynolds, and Jil Littlejohn

Absent: David Sudduth
5. **APPROVAL OF THE MINUTES** May 18, 2015; Approved as Submitted
6. **COMMUNICATIONS / ANNOUNCEMENTS FROM THE MAYOR AND COUNCIL**

None
7. **CITIZENS WISHING TO ADDRESS COUNCIL**

None
8. **PRESENTATION**
  - a. Friends of Springwood Cemetery

Mr. Fletcher Kirkland, Chairman of the Springwood Cemetery Gate Committee, provided historical information regarding Springwood Cemetery and presented a check to the city of Greenville in the amount of \$120,000.00 on behalf of the Friends of Springwood Cemetery for the Gate Project.

Councilman Sprague thanked the Friends of Springwood Cemetery Committee and commented on their integrity and community service in working together on this project.
9. **PUBLIC HEARING**

None
10. **APPOINTMENTS – Boards and Commissions**

None

### **CONSENT AGENDA**

*There will be no discussion of these items unless a Council member so requests in which event the item in question will be considered separately.*

Councilman Littlejohn moved, seconded by Councilman Sprague, to approve second and final reading of agenda items **11a** of the Consent Agenda. The motion carried unanimously.

**11. UNFINISHED BUSINESS – (Ordinances – Second and Final Reading)**

- a. Ordinance to appropriate \$39,390 from D&M Holdings, LLC for commercial corridors in the Capital Improvement Fund for streetscape improvements along Augusta Street

**12. NEW BUSINESS – (Ordinance – First Reading)**

None

**13. NEW BUSINESS – (Resolutions – First and Final Reading)**

None

### **REGULAR AGENDA**

**14. UNFINISHED BUSINESS – (Ordinances – Second and Final Reading)**

- a. Ordinance to appropriate \$19,843,599 for the Fiscal Year 2015-16 Capital Budget for the Fiscal Year 2015-16 to Fiscal Year 2018-19 Capital Improvement Program

Councilman Flemming moved, seconded by Councilman Reynolds, to approve second and final reading. The motion carried unanimously.

- b. Ordinance to provide for the adoption of a City Operating Budget, its execution and effect, for the fiscal period July 1, 2015, through June 30, 2016 (REVISED)

Councilman Flemming moved, seconded by Councilman Sprague, to approve second and final reading. The motion carried unanimously.

**15. NEW BUSINESS – (Ordinances – First Reading)**

- a. Ordinance to adopt and enact a new Code of Ordinances of the City of Greenville, providing for the repeal of certain Ordinances not included therein, providing a penalty for the violation thereof, providing for the manner of amending such code, and providing when such code and this Ordinance shall become effective

Councilman Sprague moved, seconded by Councilman Littlejohn, to approve first reading. After discussion and explanation by City Clerk regarding the codification process and the purpose for removing current standing committees from the Code, the motion carried unanimously.

- b. Ordinance to annex approximately 4.690 acres of real property located at 200 Duvall Drive and to provide the zoning designation of C-3, Regional Commercial, District (Tax Map Number 0272000101500) (AX-4-2015)

Councilman Doyle moved, seconded by Councilman Sprague, to approve first reading. The motion carried unanimously.

- c. Ordinance to annex approximately 2.276 acres of real property located at 2555 North Pleasantburg Drive (Tax Map Number 0183030102700) (AX-5-2015)

Councilman Doyle moved, seconded by Councilman Sprague, to approve first reading.

Economic Development Representative Tracy Dozier explained the property is an annexation involving an executed water covenant.

After discussion, the motion carried unanimously

- d. Ordinance to rezone three parcels of land located on Grove Road from RM-2, Single and Multi-Family Residential, District to OD, Office and Industrial, District (Tax Map Numbers 0105000300700, 0105000301100, and 010500031200) (Z-17-2015)

Councilman Reynolds moved, seconded by Councilman Littlejohn, to approve first reading.

Planning and Development Manager Michael Kerski advised a neighborhood meeting was held regarding the matter and during the Planning Commission meeting no one spoke in opposition.

After discussion, the motion carried unanimously

- e. Ordinance to establish Springwood Cemetery Advisory Committee

Councilman Sprague moved, seconded by Councilman Flemming, to approve first reading. The motion carried unanimously.

**16. NEW BUSINESS – (Resolution – First and Final Reading)**

- a. Resolution to authorize the City Manager to purchase two parcels bounded by Meadow Street, Trescott Street, Dunn Street and Chestnut Street from Church of



the Apostolics, Inc., for the purchase price of \$10,000 (Tax Map Numbers 0052000400700 and 0052000401210)

Councilman Flemming moved, seconded by Councilman Reynolds, to approve first and final reading. The motion carried unanimously.

- b. Resolution to establish a special committee to develop a Neighborhood Park Capital Improvement Plan and to consider funding the special committee's recommendations with a mid-year (fiscal) appropriation in an amount to be determined at a future date

Councilman Littlejohn moved, seconded by Councilman Doyle, to approve first and final reading. The motion carried unanimously.

Mayor White appointed himself, Councilman Littlejohn and Councilman Doyle to the Committee.

Councilman Doyle recognized the City Manager and the Leadership Team for the recent article in the Business Black Box Magazine. Councilman Doyle thanked them for their hard work in keeping the work load moving forward.

- 17. **ADJOURN.** There being no further business, the meeting adjourned at 6:51 p.m.

---

KNOX H. WHITE, MAYOR

---

CAMILLA G. PITMAN, MMC, Certified PLS  
CITY CLERK

MEETING NOTICE POSTED AND MEDIA NOTIFIED ON JUNE 5, 2015.



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To: Honorable Mayor and Members of City Council**  
**From: John F. Castile, City Manager**

Agenda Item No.

11a

☐ Ordinance/First Reading ☒ Ordinance/Second & Final Reading ☐ Resolution/First & Final Reading ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

Ordinance to adopt and enact a new code for the city of Greenville, South Carolina, providing for the repeal of certain ordinances not included therein, providing a penalty for the violation thereof, providing for the manner of amending such code, and providing when such code and this ordinance shall become effective

**SUMMARY BACKGROUND:**

Since July 2013, the City Clerk's Office has been working with Municipal Code Corporation (a/k/a Municode) to complete a re-codification process of the 1997 Code of Ordinances of the City of Greenville. On February 2, 2015, the City Clerk provided to City Council an update on the Code review including suggested amendments and recommendations.

A final review of the Code has been completed by the City Attorney, City Clerk and an attorney with Municode who is versed in South Carolina law, and the proposed 2014 Code of Ordinances is presented to City Council for adoption.

A draft version of the Code providing for the proposed additions and amendments shall be available for review by the public in the Office of the City Clerk until such time as the new Code of Ordinances is adopted and enacted.

**IMPACT IF DENIED / APPROVED:**

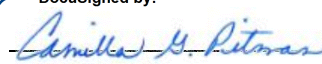
If approved, the proposed Ordinance will adopt and enact the 2014 Code of Ordinances of the City of Greenville.

**FINANCIAL IMPACT:**

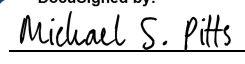
N/A

#### REQUIRED SIGNATURES

Department Director

DocuSigned by:  
  
 9FEC5DED7BC44DE...

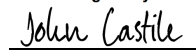
City Attorney

DocuSigned by:  
  
 5E0F2A267E2D413...  
 DocuSigned by:

OMB Director

\_\_\_\_\_

City Manager

DocuSigned by:  
  
 FC2569CAE224473...

## AN ORDINANCE

TO ADOPT AND ENACT A NEW CODE OF ORDINANCES OF THE CITY OF GREENVILLE, PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN, PROVIDING A PENALTY FOR THE VIOLATION THEREOF, PROVIDING FOR THE MANNER OF AMENDING SUCH CODE, AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA:

Section 1. The Code entitled "Code of Ordinances, City of Greenville, South Carolina," published by Municipal Code Corporation consisting of chapters 1 through 48, each inclusive, is adopted and shall be the official Code of Ordinances for the City of Greenville.

Section 2. All ordinances of a general and permanent nature enacted on or before March 23, 2015, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in Section 2 of the Code shall not be construed to revive any ordinance or part that has been repealed by a subsequent ordinance that is repealed by this Ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished in accord with Section 1-5 of the Code. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief, and revocation of licenses or permits.

Section 5. Additions or amendments to the Code, when passed in such form as to indicate the intention of the City Council to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments. A draft version of the Code providing for the proposed additions and amendments shall be available for review by the public in the Office of the City Clerk until such time as the new Code of Ordinances is adopted and enacted.

Section 6. Ordinances adopted after March 23, 2015, that amend or refer to ordinances that have been codified in the Code, shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This Ordinance shall become effective upon second and final reading.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To: Honorable Mayor and Members of City Council**  
**From: John F. Castile, City Manager**

Agenda Item No.

11b

☐ Ordinance/First Reading
 ☒ Ordinance/Second & Final Reading
 ☐ Resolution/First & Final Reading
 ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

TO ANNEX APPROXIMATELY 4.690 ACRES OF REAL PROPERTY LOCATED AT 200 DUVALL DRIVE AND TO PROVIDE THE ZONING DESIGNATION OF C-3, REGIONAL COMMERCIAL, DISTRICT (TAX MAP NUMBER 0272000101500)(AX-4-2015)

**SUMMARY BACKGROUND:**

Arbor Engineering, as representative for White Investments of Catawba County, a North Carolina Limited Partnership, owner of real property consisting of approximately 4.690 acres located at 200 Duvall Drive, applied for annexation into the city of Greenville and for rezoning from county zoning designation, C-2, to city zoning designation of C-3, Regional Commercial, District. The City Planning Commission, pursuant to public notice, held a public hearing on May 21, 2015, to consider the proposed rezoning. The Commission recommended approval of a zoning designation of C-3, Regional Commercial, District.

**IMPACT IF DENIED / APPROVED:**

If denied, the property will not be annexed. If approved the property will be annexed.

**FINANCIAL IMPACT:**

#### REQUIRED SIGNATURES

**Department Director**

DocuSigned by:

*Nancy Whitworth*

1DC2D48BBB5D4AB...

**City Attorney**

DocuSigned by:

*Michael S. Pitts*

5E0F2A267E2D413...

**OMB Director**

**City Manager**

DocuSigned by:

*John Castile*

FC2569CAE224473...

## A N O R D I N A N C E

TO ANNEX APPROXIMATELY 4.690 ACRES OF REAL PROPERTY LOCATED AT 200 DUVALL DRIVE AND TO PROVIDE THE ZONING DESIGNATION OF C-3, REGIONAL COMMERCIAL, DISTRICT (TAX MAP NUMBER 0272000101500) (AX-4-2015)

WHEREAS, Arbor Engineering, as representative for White Investments of Catawba County, a North Carolina Limited Partnership, owner of real property consisting of approximately 4.690 acres located at 200 Duvall Drive, applied for annexation into the city of Greenville and for rezoning from county zoning designation, C-2, to city zoning designation of C-3, Regional Commercial, District; and

WHEREAS, the City Planning Commission, pursuant to public notice, held a public hearing on May 21, 2015, to consider the proposed rezoning, and the Commission recommended approval of a zoning designation of C-3, Regional Commercial, District; and

WHEREAS, City Council has reviewed the application of the owner and the recommendations of the Planning Commission and has found the proposed zoning change to C-3, Regional Commercial, District, to be compatible with the City's Comprehensive Plan; and

WHEREAS, City Council has determined that annexation of the property would promote the City's policy of planned growth and development;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, there is annexed into the corporate limits of the city of Greenville the real property owned by White Investments of Catawba County, a North Carolina Limited Partnership, and consisting of approximately 4.690 acres located at 200 Duvall Drive. The annexed property is identified more particularly on the attached Exhibits A and B providing the annexation plat and property description for the parcel having Tax Map Number 0272000101500 and located at 200 Duvall Drive. The annexed parcel is provided the zoning designation C-3, Regional Commercial. The parcel is included in City Council District 4.

Upon annexation, the property shall become subject to the City's jurisdiction for the rendition of all municipal services, and all official maps regarding flood and storm water control shall be amended to include the property in such manner as the City Engineer determines to be in compliance with the criteria set forth in applicable storm water and flood management regulations of the City, as from time to time amended.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

[illegible]



**EXHIBIT B****SURVEYOR'S WRITTEN DESCRIPTION:**

All that certain piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina and located on the northerly side of Duvall Drive Relocated, said land being shown on survey for Charles C. Maxwell and Carolyn Maxwell Woods, prepared by J.L. Montgomery, III, PLS, dated August 30, 1994, and being recorded in the ROD Office for Greenville County, S.C. in Plat Book 35-L at page 21. Also being shown on a more recent survey by Landmark Surveying, Inc. titled 'Boundary Survey for White Investments of Catawba County, A N.C. Limited Partnership and SunTrust Bank, its successors and/or assigns as their interests may appear', dated March 4, 2014 and having the following metes and bounds to wit:

Commencing at a calculated point at the intersection of the approximate centerline of the Old Duvall Drive with the northern right-of-way of Duvall Drive Relocated (S 23-1119; variable width right-of-way), said point being located approximately 666.6 feet in a northeasterly direction from the intersection of the northern right-of-way of Duvall Drive Relocated with the eastern right-of-way of Ridge Road (S 23-435); said point also being located S 89-53-37 E for a distance of 654.77 feet from NGS Monument '23-039'; thence leaving said northern right-of-way of Duvall Drive Relocated along the approximate centerline of Old Duvall Drive with a tie line of N 40-13-23 E for a distance of 53.63 feet to an iron pin, said iron pin being a common corner with Richard H. Warder and Terry Finklea (Deed Book 2018, page 925) and being the True Point of Beginning; thence leaving the approximate centerline of Old Duvall Drive along the common line of Warder and Finklea the following courses and distances: N 25-56-37 W for a distance of 209.00 feet to an iron pin; thence S 65-03-23 W for a distance of 177.25 feet to an iron pin; thence along the common line of Jamestown Pointe Limited Partnership (Deed Book 1585, page 663) the following courses and distances: N 17-00-35 W for a distance of 475.56 feet to an iron pin; thence N 84-56-25 E for a distance of 375.87 feet to an iron pin found; thence along the common line of Crown Atlantic Company, LLC (Deed Book 1844, page 832) S 22-41-58 E for a distance of 552.30 feet to an iron pin on the northern right-of-way of Duvall Drive Relocated (variable width right-of-way); thence along the said northern right-of-way with a curve to the right having a radius of 603.61 feet, an arc length of 18.93 feet and a chord bearing of S 60-24-48 W for a distance of 18.93 feet to an iron pin; thence continuing with said right-of-way S 61-15-49 W for a distance of 142.95 feet to an iron pin located at the intersection of the northern right-of-way of Duvall Drive Relocated and the approximate centerline of the Old Duvall Drive; thence leaving said northern right-of-way of Duvall Drive Relocated along the approximate centerline of the Old Duvall Drive the following courses and distances: N 82-59-56 W for a distance of 38.63 feet to an iron pin; thence S 41-31-43 W for 24.32 feet to an iron pin at the common corner with Warder and Finklea and being the True Point of Beginning. The above described tract contains 4.690 acres more or less and/or 204,306 square feet more or less.



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To: Honorable Mayor and Members of City Council**  
**From: John F. Castile, City Manager**

Agenda Item No.

11c

☐ Ordinance/First Reading
 ☒ Ordinance/Second & Final Reading
 ☐ Resolution/First & Final Reading
 ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

TO ANNEX APPROXIMATELY 2.276 ACRES OF REAL PROPERTY LOCATED AT 2555 NORTH PLEASANTBURG DRIVE (TAX MAP NUMBER 0183030102700)(AX-5-2014)

**SUMMARY BACKGROUND:**

MSNSAI, LLC, owner of real property consisting of approximately 2.276 acres, located at 2555 North Pleasantburg Drive applied for annexation of the property into the city of Greenville and further requested rezoning of the property from county zoning designation C-2, to city zoning designation of C-3, Regional Commercial, District.

The owner elected to annex the property and have it zoned later in accordance with City Code §19-2.3.2(d)(4), and the City Planning Commission has therefore taken no action on rezoning the portions of the property at this time. The City's Zoning Administrator has approved a temporary zoning designation of C-3, Regional Commercial, District for the annexed parcel.

**IMPACT IF DENIED / APPROVED:**

If denied, the property will not be annexed. If approved the property will be annexed.

**FINANCIAL IMPACT:**

The property annexed by this Ordinance shall be subject to the intergovernmental agreements with the Parker District Fire Department and the Parker Sewer and Fire Subdistrict.

#### REQUIRED SIGNATURES

**Department Director**

DocuSigned by:

*Nancy Whitworth*

1DC2D48BBB5D4AB...

**OMB Director**

**City Attorney**

DocuSigned by:

*Michael S. Pitts*

5E0F2A267E2D413...

DocuSigned by:

*John Castile*

FC2569CAE224473...

## A N O R D I N A N C E

TO ANNEX APPROXIMATELY 2.276 ACRES OF REAL PROPERTY LOCATED  
AT 2555 NORTH PLEASANTBURG DRIVE (TAX MAP NUMBER  
0183030102700)(AX-5-2014)

WHEREAS, MSNSAI, LLC, owner of real property consisting of approximately 2.276 acres located at 2555 North Pleasantburg Drive, applied for annexation of the property into the city of Greenville and further requested rezoning of the property from county zoning designation C-2, to city zoning designation of C-3, Regional Commercial, District; and

WHEREAS, the owner elected to annex the property and have it zoned later in accordance with City Code §19-2.3.2(d)(4), and the City Planning Commission has therefore taken no action on rezoning the portions of the property at this time; and

WHEREAS, City Council has reviewed the application of the owner and desires to annex the property into the City with the understanding that the Planning Commission will consider the rezoning of the property at a later time and recommend a zoning consistent with the current use of the property; and

WHEREAS, City Council has determined that annexation of the property would promote the City's policy of planned growth and development;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, there is annexed into the corporate limits of the city of Greenville real property owned by MSNSAI, LLC consisting of approximately 2.276 acres located at 2555 North Pleasantburg Drive. The annexed property is identified more particularly on the attached Exhibits A and B providing the annexation plat and property description of the parcel having Tax Map Number 0183030102700 and located at 2555 North Pleasantburg Drive. The City's Zoning Administrator has approved a temporary zoning designation of C-3, Regional Commercial, District for the annexed parcel. City Council adopts the City's Zoning Administrator's temporary zoning of C-3, Regional Commercial, District. The property owner shall arrange to file a permanent zoning application within ten days of passage of this ordinance. The parcel is included in City Council District 1.

Upon annexation, the property shall become subject to the City's jurisdiction for the rendition of all municipal services, and all official maps regarding flood and storm water control shall be amended to include the property in such manner as the City Engineer determines to be in compliance with the criteria set forth in the City's Flood Plan Management Regulations, as from time to time amended. The property annexed by this Ordinance shall be subject to the intergovernmental agreements with the Parker District Fire Department and the Parker Sewer and Fire Subdistrict.

This Ordinance shall take effect upon second and final reading.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

[illegible]

## EXHIBIT B

## LEGAL DESCRIPTION

BEGINNING AT AN IPF #5 REBAR ON THE SOUTHERN R/W OF N. PLEASANTBURG DRIVE (SC HIGHWAY #291), APPROXIMATELY 863' NORTHEAST OF THE CENTERLINE OF WORLEY ROAD, AND LABELED HERON AS THE P.O.B., THENCE RUNNING ALONG THE SOUTHERN RIGHT-OF-WAY OF N. PLEASANTBURG DRIVE (SC HIGHWAY #291) THE NEW CITY LIMIT LINE N 66°33'58" E FOR 400.00' TO AN IPF 0.5" PIPE; THENCE ALONG THE NEW CITY LIMIT LINE S 23°29'00" E FOR 145.88' TO AN IPF 0.75" PINCH TOP; THENCE ALONG THE NEW CITY LIMIT LINE S 23°31'13" E FOR 85.24' TO AN IPF 1" PIPE; THENCE ALONG THE NORTHERN R/W OF THE CSX RAILROAD (P&N RAILROAD), THE OLD CITY LIMIT LINE, S 61°50'00" W FOR 390.00' TO AN IPF #5 REBAR; THENCE ALONG THE NEW CITY LIMIT LINE N 25°54'58" W FOR 267.56' TO AN IPF #5 REBAR, THE P.O.B.

THE DESCRIBED TRACT CONTAINS 99,155 SQ. FT. (2.276 ACRES) OF REAL PROPERTY, MORE OR LESS.



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To: Honorable Mayor and Members of City Council**  
**From: John F. Castile, City Manager**

Agenda Item No.

11d

☐ Ordinance/First Reading
 ☒ Ordinance/Second & Final Reading
 ☐ Resolution/First & Final Reading
 ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

TO REZONE THREE PARCELS OF LAND LOCATED ON GROVE ROAD FROM RM-2, SINGLE AND MULTI-FAMILY RESIDENTIAL, DISTRICT TO OD, OFFICE AND INDUSTRIAL, DISTRICT (TAX MAP NUMBERS 0105000300700, 0105000301100, AND 010500031200)(Z-17-2015)

**SUMMARY BACKGROUND:**

Clarke Coole, applicant on behalf of the owners, applied to the City Planning Commission and City Council to rezone properties on Grove Road (Tax Map Numbers 0105000300700, 0105000301100, and 010500031200) from RM-2, Single and Multi-Family Residential, District to OD, Office and Industrial, District. The City Planning Commission, pursuant to public notice, held a public hearing on May 21, 2015, to consider the proposed rezoning, and the Commission recommended approval of the proposed zoning designation OD, Office and Industrial District.

**IMPACT IF DENIED / APPROVED:**

If denied, the properties will not be rezoned. If approved, the properties will be rezoned.

**FINANCIAL IMPACT:**

N/A

#### REQUIRED SIGNATURES

**Department Director**

DocuSigned by:

*Nancy Whitworth*

1DC2D48BBB5D4AB...

**City Attorney**

DocuSigned by:

*Michael S. Pitts*

5E0F2A267E2D413...

DocuSigned by:

*John Castile*

FC2569CAE224473...

**OMB Director**

**City Manager**

## AN ORDINANCE

TO REZONE THREE PARCELS OF LAND LOCATED ON GROVE ROAD FROM RM-2, SINGLE AND MULTI-FAMILY RESIDENTIAL, DISTRICT TO OD, OFFICE AND INDUSTRIAL, DISTRICT (TAX MAP NUMBERS 0105000300700, 0105000301100, AND 010500031200)(Z-17-2015)

WHEREAS, Clarke Coole, applicant on behalf of the property owners, applied to the City Planning Commission and City Council to rezone properties on Grove Road (Tax Map Numbers 0105000300700, 0105000301100, and 010500031200) from RM-2, Single and Multi-Family Residential, District to OD, Office and Industrial, District; and

WHEREAS, the City Planning Commission, pursuant to public notice, held a public hearing on May 21, 2015, to consider the proposed rezoning, and the Commission recommended approval of the proposed zoning designation OD, Office and Industrial, District; and

WHEREAS, City Council finds OD, Office and Industrial, District classification to be consistent with the Comprehensive Plan, consistent with the Rezoning Criteria of Chapter 19 of the Code of Ordinances of the City of Greenville, and compatible with the existing and permitted neighboring uses;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the parcels of property located on Grove Road (Tax Map Numbers 0105000300700, 0105000301100, and 010500031200) are rezoned from RM-2, Single and Multi-Family Residential, District to OD, Office and Industrial, District. The attached map shown as Exhibit A, prepared by the City of Greenville Planning and Zoning Division, is incorporated by reference for purposes of identifying the location of property. This Ordinance shall be effective upon second and final reading.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

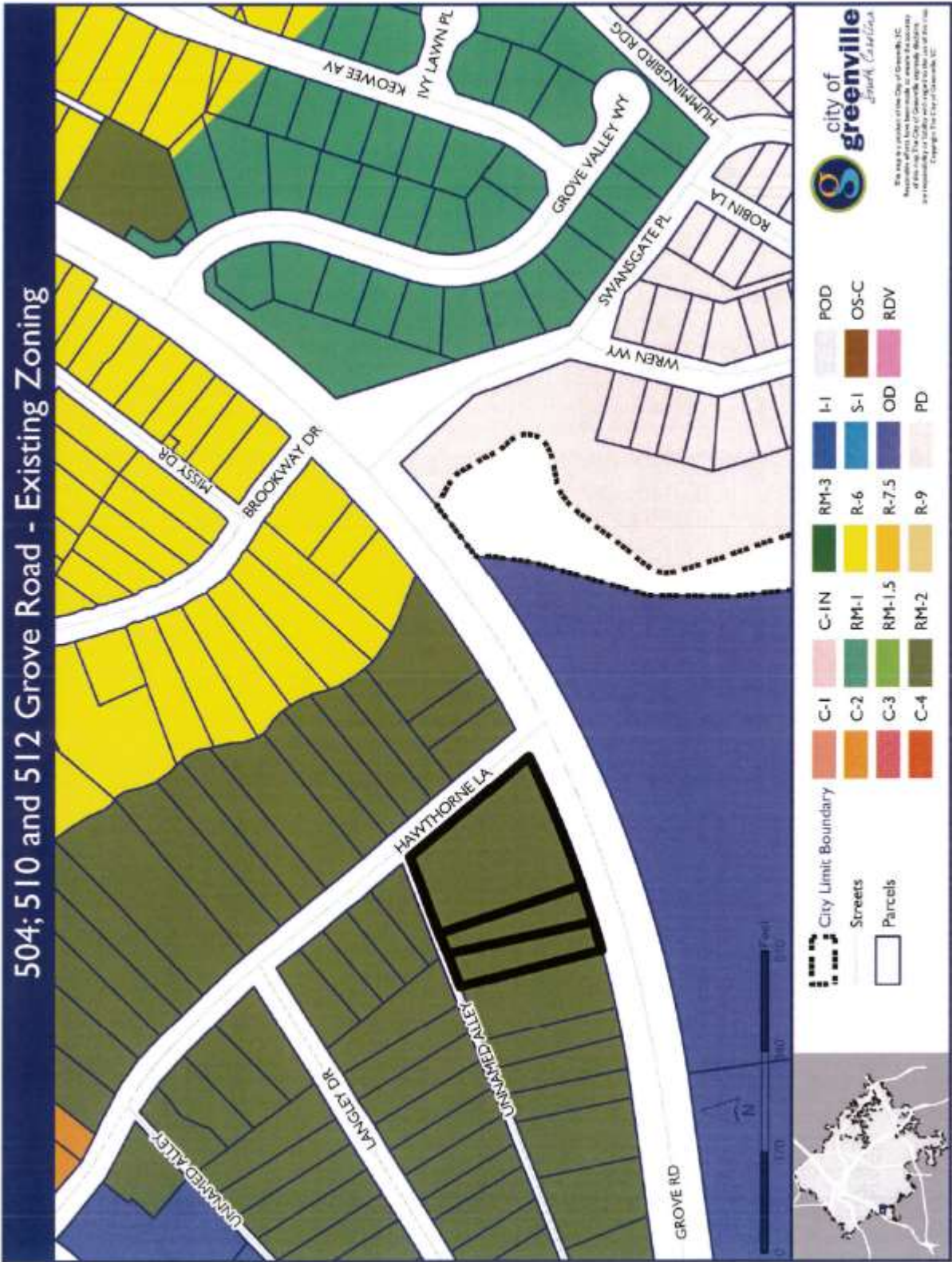
\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER



EXHIBIT A





## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To: Honorable Mayor and Members of City Council**  
**From: John F. Castile, City Manager**

Agenda Item No.

11e

☐ Ordinance/First Reading
 ☒ Ordinance/Second & Final Reading
 ☐ Resolution/First & Final Reading
 ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

TO ESTABLISH THE SPRINGWOOD CEMETERY ADVISORY COMMITTEE

**SUMMARY BACKGROUND:**

In 2002, City Council established a "Quality of Life Committee" who recommended to City Council that a 7-member Friends of Springwood Cemetery and Friends of Richland Cemetery be established. Based upon that recommendation, City Council authorized the establishment of the Friends of Springwood Cemetery (Friends) as "a private nonprofit support group to assist the City of Greenville with the development of Springwood Cemetery by raising funds to make improvements, performing historical research and providing public tours."

In 2003, City Council endorsed by Resolution the Friends application to incorporate as a nonprofit organization in South Carolina. Since that time, the Friends have worked diligently to raise money for the preservation and conservation of Springwood Cemetery.

Largely due to the cost of insurance for the organization, the Friends have asked the City to establish a Springwood Cemetery Advisory Committee. As a city Advisory Committee, members appointed to serve on the committee will have similar stewardship responsibilities for Springwood Cemetery previously assumed by the Friends, including raising funds for conservation and preservation projects. These responsibilities have been defined in the attached committee bylaws.

The proposed bylaws will be submitted to City Council for approval by Resolution at the June 22, 2015, City Council Formal Meeting. City staff, through the Parks and Recreation Department, will serve as the committee liaison and will assist the committee as defined in the bylaws.

Prior to or around July 1, 2015, the Friends will dissolve their non-profit corporate status and their cash assets will be transferred to the City and be held in a Springwood Cemetery donated funds account. The Advisory Committee will not be created, and no Advisory Committee appointments shall be submitted to City Council for approval, until after the Friends of Springwood Cemetery has been dissolved.

**IMPACT IF DENIED / APPROVED:**

If denied, the City will not establish a Springwood Cemetery Advisory Committee.  
 If approved, the City will establish a Springwood Cemetery Advisory Committee.

**FINANCIAL IMPACT:**

None.

#### REQUIRED SIGNATURES

**Department Director**

DocuSigned by:

**Dana Souza**

FD38E27B599F4E9...

**OMB Director**

**City Attorney**

DocuSigned by:

**Michael S. Pitts**

5E0F2A267E2D413...

DocuSigned by:

**John Castile**

FC2509CAE224473...

**City Manager**

## A N O R D I N A N C E

## TO ESTABLISH THE SPRINGWOOD CEMETERY ADVISORY COMMITTEE

WHEREAS, City Council authorized the establishment of the Friends of Springwood Cemetery as a non-profit organization similar to other City "friends" groups on January 14, 2002; and

WHEREAS, City Council endorsed the Friends of Springwood Cemetery's application as a 501(c)(3) private, non-profit organization on February 10, 2003; and

WHEREAS, the Friends of Springwood Cemetery have served as good stewards of Springwood Cemetery for the city of Greenville by raising funds to support improvements and repairs for fifteen year; and

WHEREAS, the Friends of Springwood Cemetery will dissolve on or about June 30, 2015, as a private, non-profit organization with its mission continuing as a newly constituted advisory board to the City; and

WHEREAS, the Friends of Springwood Cemetery, upon their dissolution, will transfer all cash assets to the City in accordance with their bylaws to be used for improvements and repairs at Springwood Cemetery, as determined by the City; and

WHEREAS, the Friends of Springwood Cemetery shall be solely responsible for its dissolution, including all costs and attorney's fees associated with same and further, the City shall not assume any of the liability of Friends of Springwood Cemetery;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, Springwood Cemetery Advisory Committee shall be established as a city Advisory Committee. The City shall not assume any liabilities of the Friends of Springwood Cemetery. This Ordinance shall take effect upon dissolution of the Friends of Springwood Cemetery.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To: Honorable Mayor and Members of City Council**  
**From: John F. Castile, City Manager**

Agenda Item No.

13a

☐ Ordinance/First Reading
 ☐ Ordinance/Second & Final Reading
 ☒ Resolution/First & Final Reading
 ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

Resolution to provide for a merit increase to the City Manager

**SUMMARY BACKGROUND:**

City Council has performed its annual evaluation of the City Manager. Passage of this Resolution provides a merit increase to the City Manager effective July 1, 2015.

**IMPACT IF DENIED / APPROVED:**

N/A

**FINANCIAL IMPACT:**

N/A

#### REQUIRED SIGNATURES

Department Director \_\_\_\_\_

City Attorney \_\_\_\_\_

DocuSigned by:

*Michael S. Pitts*

5E0F2A267E2D413...

DocuSigned by:

*John Castile*

OMB Director \_\_\_\_\_

City Manager \_\_\_\_\_

FC2569CAE224473...

RESOLUTION NO. 2015-\_\_

RESOLUTION

TO PROVIDE FOR A MERIT INCREASE TO THE CITY MANAGER

WHEREAS, City Council has performed its annual evaluation of the City Manager and is prepared to provide a merit increase;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, a merit increase in the amount of three (3%) percent of the City Manager's current base salary is provided to the City Manager effective July 1, 2015.

RESOLVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To: Honorable Mayor and Members of City Council**  
**From: John F. Castile, City Manager**

Agenda Item No.

13b

☐ Ordinance/First Reading
 ☐ Ordinance/Second & Final Reading
 ☒ Resolution/First & Final Reading
 ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

Resolution to appoint the Municipal Judge and provide for a merit increase

**SUMMARY BACKGROUND:**

According to Chapter 22, "Municipal Court," of the Code of Ordinances, the Municipal Judge is to be appointed for a term of two years. Passage of this Resolution would provide for the Municipal Judge to be reappointed for a two year term ending June 30, 2017.

Council has also performed its annual evaluation of the Municipal Judge. Passage of this Resolution provides for a merit increase to be provided to the Municipal Judge effective July 1, 2015.

**IMPACT IF DENIED / APPROVED:**

N/A

**FINANCIAL IMPACT:**

N/A

#### REQUIRED SIGNATURES

Department Director

\_\_\_\_\_

City Attorney

DocuSigned by:

*Michael S. Pitts*

5E0F2A267E2D413...

DocuSigned by:

*John Castile*

FC2569CAE224473...

OMB Director

\_\_\_\_\_

City Manager

RESOLUTION NO. 2015-\_\_\_\_\_

A R E S O L U T I O N

TO REAPPOINT THE MUNICIPAL JUDGE AND PROVIDE FOR A MERIT INCREASE

WHEREAS, City Council under Chapter 22, "Municipal Court," of the Code of Ordinances of the City of Greenville is required to appoint the Municipal Judge for a term of two years; and

WHEREAS, City Council desires to reappoint Matthew R. Hawley, Jr., to that position; and

WHEREAS, City Council has performed its annual evaluation of the Municipal Judge and is prepared to make adjustments in compensation (provide for a merit increase);

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, Matthew R. Hawley, Jr., is reappointed to the position of Municipal Judge for a term of two years ending June 30, 2017, and a merit increase in the amount of three (3%) percent of the Municipal Judge's current base salary is provided to the Municipal Judge effective July 1, 2015.

RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To: Honorable Mayor and Members of City Council**  
**From: John F. Castile, City Manager**

Agenda Item No.

13c

☐ Ordinance/First Reading
 ☐ Ordinance/Second & Final Reading
 ☒ Resolution/First & Final Reading
 ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

Resolution to provide for a merit increase to the City Attorney

**SUMMARY BACKGROUND:**

City Council has performed its annual evaluation of the City Attorney. Passage of this Resolution provides a merit increase to the City Attorney effective July 31, 2015 (date of one year anniversary).

**IMPACT IF DENIED / APPROVED:**

N/A

**FINANCIAL IMPACT:**

N/A

#### REQUIRED SIGNATURES

Department Director

\_\_\_\_\_

City Attorney

DocuSigned by:

*Michael S. Pitts*

5E0F2A267E2D413...

DocuSigned by:

*John Castile*

FC2569CAE224473...

OMB Director

\_\_\_\_\_

City Manager



RESOLUTION NO. 2015-\_\_\_\_

RESOLUTION

TO PROVIDE FOR A MERIT INCREASE TO THE CITY ATTORNEY

WHEREAS, City Council has performed its annual evaluation of the City Attorney and is prepared to provide a merit increase;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, that a merit increase in the amount of three (3%) percent of the City Attorney's current base salary is provided to the City Attorney effective July 31, 2015 (date of one year anniversary).

RESOLVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To: Honorable Mayor and Members of City Council**  
**From: John F. Castile, City Manager**

Agenda Item No.

15a

☒ Ordinance/First Reading ☐ Ordinance/Second & Final Reading ☐ Resolution/First & Final Reading ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

TO APPROPRIATE \$97,000 IN THE MISCELLANEOUS GRANT FUND FOR RECYCLING ACTIVITIES

**SUMMARY BACKGROUND:**

The City of Greenville Public Works Department was awarded a grant in the amount of \$97,000 from the South Carolina Department of Health and Environmental Control (DHEC) Office of Solid Waste Reduction and Recycling. Of these grant funds, \$2,000 is awarded through the Compost Bin Program and will be used to initiate a backyard composting program in conjunction with DHEC compost bin distribution. This funding will be added to previously awarded funds of \$8,500 appropriated by Council in Ordinance number 2014-39. \$20,000 is awarded through the RecycleMoreSC Program and will be used to promote the statewide recycling campaign, RecycleMoreSC, with customized campaign materials; and \$75,000 is awarded through the Curbside Single-Stream Recycling Program and will be used to purchase 96-gallon roll carts for use by residential customers. Additional funds are necessary to fully implement the Single-Stream Recycling Program and are available in the FY2015-16 Solid Waste Fund operating budget.

**IMPACT IF DENIED / APPROVED:**

If denied, the City will have to reject the grant. If approved, the grant will be accepted and the City will participate in the Compost Bin program and the RecycleMoreSC campaign, and use the remaining funds towards the purchase of recycling roll carts.

**FINANCIAL IMPACT:**

There is no fiscal impact for the Compost Bin or RecycleMoreSC programs, as those programs would not be provided without this funding. The portion of the grant that goes towards the recycling roll carts reduces the amount the City has to borrow to finance the implementation of the automated recycling collection, reducing the overall cost of the program.

#### REQUIRED SIGNATURES

**Department Director**

DocuSigned by:

*Michael Murphy*

B8351B3CF7524D2...  
DocuSigned by:

*Kari Nelson*

41A49000329242C...

**City Attorney**

DocuSigned by:

*Michael S. Pitts*

5E0F2A267E2D413...  
DocuSigned by:

*John Castile*

FC2569CAE224473...

**OMB Director**

**City Manager**

A N O R D I N A N C E

TO APPROPRIATE \$97,000 IN THE MISCELLANEOUS GRANT FUND FOR  
RECYCLING ACTIVITIES

WHEREAS, the city of Greenville was awarded a grant in the amount of \$97,000 from the South Carolina Department of Health and Environmental Control (DHEC) Office of Solid Waste Reduction and Recycling; and

WHEREAS, a portion of the funds received (\$2,000) will be added to previously awarded DHEC funds (project SM4088) to initiate a backyard composting program in conjunction with DHEC compost bin distribution; and

WHEREAS, a portion of the funds received (\$20,000) will be used to promote the statewide recycling campaign, RecycleMoreSC, with customized campaign materials; and

WHEREAS, the remaining portion of the funds (\$75,000) will be used towards the purchase of 96-gallon recycling roll carts needed to implement the automated single-stream recycling program; and

WHEREAS, additional funds are necessary to implement the automated single-stream recycling program and are available in the adopted FY 2015-16 Solid Waste Fund operating budget;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the amount of \$97,000 is appropriated in the Miscellaneous Grant Fund for the purpose of recycling activities as reflected in the attached Exhibit. This Ordinance shall become effective upon passage on the second and final reading.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

BUDGET AMENDMENT - DHEC Solid Waste and Recycling Grant						
BUDGET	Miscellaneous Grants		REQUESTED BY	Public Works		
FISCAL YEAR	2014-2015		DATE			
<b>INCREASE</b>			<b>DECREASE</b>			
Description			Description			
<b>Miscellaneous Grants Fund</b>						
State Revenue/DHEC (Rev)		97,000				
Materials & Supplies (Exp)		97,000				
Explanation:	To appropriate \$97,000 in the Miscellaneous Grants fund for the Compost Bin program, RecycleMoreSC program and purchase of 96-gallon roll carts for automated single-stream recycling.					
DATE			APPROVED BY	City Council/City Manager Camilla Pitman/City Clerk		
FOR OMB POSTING PURPOSES ONLY						
<b>Budget Adjustments</b>		Increase (Decrease) Amount	<b>Journal Entry</b>			Increase (Decrease) Amount
Project Code	Account		Project Code	Account		
SM4088	128-0000-334.10-09	2,000				
SM4088	128-9020-483.42-01	2,000				
PW3439	128-0000-334.10-09	95,000				
PW3439	128-9020-483.42-01	95,000				
Total		194,000		Total		-



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To: Honorable Mayor and Members of City Council**  
**From: John F. Castile, City Manager**

Agenda Item No.

15b

☒ Ordinance/First Reading ☐ Ordinance/Second & Final Reading ☐ Resolution/First & Final Reading ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

Ordinance to amend Section 6-67, Occupancy Permit, of the Code of Ordinances of the City of Greenville

**SUMMARY BACKGROUND:**

Section 6-67(a) of the Code of Ordinances of the City of Greenville requires the issuance of an Occupancy Permit for all buildings. All references to an occupancy permit are being revised to make reference to a certificate of occupancy (CO) in order to better reflect the City's permitting process and requirements of the International Building Code. Many of those buildings where COs are issued include leased rooms and spaces which are separate businesses and entities within the building. Section 6-67(a) currently requires both the building as well as each leased room or space to have its own CO, creating redundancy in the permitting process. The proposed Ordinance recommends a modification where spaces less than 500 square feet located within a larger space, already covered under an existing CO, do not need their own CO.

**IMPACT IF DENIED / APPROVED:**

If approved, Section 6-67 will be amended as referenced above. If not approved, COs will continue to be issued to both buildings and leased rooms and spaces.

**FINANCIAL IMPACT:**

N/A

#### REQUIRED SIGNATURES

**Department Director**

DocuSigned by:

*Nancy Whitworth*

1DC2D48BBB5D4AB...

**OMB Director**

**City Attorney**

DocuSigned by:

*Michael S. Pitts*

5E0F2A267E2D413...

DocuSigned by:

*John Castile*

FC2569CAE224473...

A N O R D I N A N C E

TO AMEND SECTION 6-67, OCCUPANCY PERMIT, OF THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE

WHEREAS, Section 6-67(a) of the Code of Ordinances of the City of Greenville requires the issuance of an Occupancy Permit for all buildings; and

WHEREAS, all references to an occupancy permit are being revised to make reference to a certificate of occupancy (CO) in order to better reflect the City's permitting process and requirements of the International Building Code; and

WHEREAS, there are buildings throughout the City covered under existing COs that lease rooms and spaces to separate businesses and entities within their building; and

WHEREAS, according to Section 6-67(a), the City must also issue COs to each such leased rooms and spaces, creating a redundancy in the permit process; and

WHEREAS, a modification to the Code of Ordinances has been recommended alleviating the requirement to issue COs for spaces less than 500 square feet that are located within a larger space or building that has already been issued a CO;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, Section 6-67, Occupancy Permit, of the Code of Ordinances of the City of Greenville is amended as reflected on the attached Exhibit A, which is incorporated herein by reference.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

EXHIBIT A

Sec. 6-67. - ~~Occupancy permit~~ Certificate of Occupancy.

- (a) No new or existing building or portion of a new or existing building in the city shall be used as a church, school, hotel, office building, store building or other place of business without an ~~occupancy permit~~ certificate of occupancy issued by the city; provided, however, rooms or spaces less than 500 square feet located within a larger building or space occupied under a current certificate of occupancy require no separate certificate. Any person applying for such ~~permit~~ certificate shall pay to the city a fee as fixed from time to time by the city council.
- (b) In buildings or portions of buildings used for office occupancies, the owner, agent or lessor is required to submit in writing to the building and zoning department the names, addresses and office space identification of all new office occupants to whom space is rented or leased within five days of the signing of such lease or rental agreements.
- (c) Whenever there is a change of tenant(s) in an existing church, school, office building, store building or other place of business a new ~~occupancy permit~~ certificate of occupancy is required for space occupied by such tenants.
- (d) Whenever a replacement certificate of occupancy is requested, a fee equal to the original fee ~~certificate of occupancy~~ is required to be paid and a reinspection of the space or building is required to be performed.



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To: Honorable Mayor and Members of City Council**  
**From: John F. Castile, City Manager**

**Agenda Item No.**

15c

☒ Ordinance/First Reading ☐ Ordinance/Second & Final Reading ☐ Resolution/First & Final Reading ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

TO APPROVE A SALE AND PURCHASE AGREEMENT BETWEEN THE CITY OF GREENVILLE, THE COUNTY OF GREENVILLE, AND SOUTHERN FLOORING, INC. TO SELL APPROXIMATELY 3.02 ACRES OF PROPERTY ON PERIMETER ROAD TO SOUTHERN FLOORING, INC. (Portion of Tax Map Number 0400010100100)

**SUMMARY BACKGROUND:**

Pursuant to Section 4(f) of Ordinance 99-29, the Donaldson Development Commission, now known as the South Carolina Technology and Aviation Center Board of Directors ("Board"), has the power to enter into contractual negotiations for the acquisition or sale of real property, subject to the approval of the Greenville City Council ("City Council") and Greenville County Council ("County Council") in accord with such lawful measures as the respective Councils may provide, and distribute the proceeds of real property sales in such manner as City Council and County Council shall from time to time agree and enact by ordinance.

On January 12, 2015, at the regularly-scheduled Board meeting, the Board concurred with staff's recommendation to pursue selling approximately 3.02 acres of property located on Perimeter Road Flooring (Portion of Tax Map Number 0400010100100) to Southern Flooring, Inc. for the appraised value.

**IMPACT IF DENIED / APPROVED:**

If denied, the Sale and Purchase Agreement will not be approved by City Council. If approved, the Sale and Purchase Agreement will be approved by City Council.

**FINANCIAL IMPACT:**

n/a

#### REQUIRED SIGNATURES

**Department Director** \_\_\_\_\_

**OMB Director** \_\_\_\_\_

**City Attorney** \_\_\_\_\_

**City Manager** \_\_\_\_\_

DocuSigned by:

*Michael S. Pitts*

5E0F2A267E2D413...

DocuSigned by:

*John Castile*

FC2509CAE224473...



## AN ORDINANCE

TO APPROVE A SALE AND PURCHASE AGREEMENT BETWEEN THE CITY OF GREENVILLE, THE COUNTY OF GREENVILLE, AND SOUTHERN FLOORING, INC. TO SELL APPROXIMATELY 3.02 ACRES OF PROPERTY ON PERIMETER ROAD TO SOUTHERN FLOORING, INC. (PORTION OF TAX MAP NUMBER 0400010100100)

WHEREAS, pursuant to Section 4(f) of Ordinance 99-29, the Donaldson Development Commission, now known as the South Carolina Technology and Aviation Center Board of Directors ("Board"), has the power to enter into contractual negotiations for the acquisition or sale of real property, subject to the approval of the Greenville City Council ("City Council") and Greenville County Council ("County Council") in accord with such lawful measures as the respective Councils may provide, and distribute the proceeds of real property sales in such manner as City Council and County Council shall from time to time agree and enact by ordinance; and

WHEREAS, on January 12, 2015, at the regularly-scheduled Board meeting, the Board concurred with staff's recommendation to pursue selling approximately 3.02 acres of property located on Perimeter Road Flooring (Portion of Tax Map Number 0400010100100) to Southern Flooring, Inc. for its appraised value; and

WHEREAS, City Council approves the sale of approximately 3.02 acres of real property located on Perimeter Road (Portion of Tax Map Number 0400010100100) pursuant to the terms of the attached Sale and Purchase Agreement, which is attached hereto as an Exhibit and incorporated herein by reference;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, a Sale and Purchase Agreement ("Agreement") between the city of Greenville, the county of Greenville, and Southern Flooring, Inc. selling a portion of Tax Map Number. 0400010100100 consisting of approximately 3.02 acres is approved. The Agreement shall conform to the terms and conditions of the Agreement set forth in the attached Exhibit, along with all exhibits to the Agreement. The City Manager shall execute the Agreement and related documents on behalf of the City and is authorized, in consultation with the City Attorney, to make such minor modifications as he deems reasonable and necessary, provided there is no compromise of the substantive purposes of this Council action.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

**EXHIBIT****AGREEMENT OF SALE AND PURCHASE**

**THIS AGREEMENT OF SALE AND PURCHASE (the "Agreement")** is made as of the Effective Date (as defined hereinbelow) between **City of Greenville, South Carolina** and **County of Greenville, South Carolina** (collectively the "Seller") and **Southern Flooring, Inc.** a South Carolina corporation (the "Buyer").

In consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Agreement to Sell and Purchase.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, three (3) acres, more or less, as shown on the drawing attached hereto as Exhibit "A", the exact dimensions of which shall be determined by the Survey (as defined below) (the "Property").

2. **Purchase Price.** The purchase price for the Property shall be One Hundred and Twenty Thousand and no/100 Dollars (\$120,000.00) (the "Purchase Price"), payable as follows:

(a) Ten Thousand and no/100 Dollars (\$10,000.00) (such sum, together with any interest earned thereon, the "Deposit") by wire transfer payable to Horton, Drawdy, Ward, Mullinax & Farry, PA("Escrow Agent") within forty-eight (48) hours following the Effective Date. The Deposit shall be held, in an interest bearing, federally insured account, by Escrow Agent to be held and disbursed in accordance with the terms of this Agreement.

(b) One Hundred and Ten Thousand and No/100 Dollars (\$110,000.00) less the Deposit and prorated for closing costs, of the Purchase Price shall be paid to Seller at Settlement (as defined below) in cash by wire transfer of immediately available federal funds, by certified check or by plain check of any reputable title insurance company.

3. **Settlement.** Settlement shall be held on or before the date which is fifteen (15) days after expiration of the Due Diligence Period (as defined below) (or on the next business day thereafter if such date is not a business day) at the offices of Buyer's attorney or at such other time and place as may be mutually agreed upon by the parties.

4. **Conditions of Buyer's Obligations.** The obligation of Buyer under this Agreement to purchase the Property from Seller is subject to the satisfaction during the forty-five (45) day period after the Effective Date (the "Due Diligence Period") each of the following conditions (any one of which may be waived in whole or in part by Buyer):

(a) Power, water, and sewer can be (or already are) available to the site at a cost acceptable to the Buyer;

- (b) If sewer is not available and a septic system is required, Buyer has obtained the necessary permits for such a system.
- (c) Buyer is able to obtain financing on terms and conditions satisfactory to Buyer.
- (d) Environmental Report acceptable to Buyer.
- (e) Survey acceptable to Buyer.

If Buyer determines during the Due Diligence Period that any of the above conditions cannot be satisfied Buyer shall notify Seller by 5:00 p.m. EST on the last day of the Due Diligence Period of its election to terminate this Agreement and the Deposit shall be returned to Buyer, this Agreement thereupon shall become void and there shall be no further obligation or liability on either of the parties hereto. Should Buyer fail to notify Seller by 5:00 p.m. EST on the last day of the Due Diligence Period of its election to terminate this Agreement, then all conditions to Buyer's obligations to close shall be waived.

5. **Conditions of Sellers' Obligations.** The obligation of each Seller under this Agreement to sell the Property is subject to each Seller obtaining the necessary authorizations from their respective governing Councils. If either Seller is unable to obtain said authorizations, either Seller shall have the right to terminate this Agreement in which event the Deposit shall be returned to Buyer, this Agreement thereupon shall become void and there shall be no further obligation or liability on either of the parties hereto.

6. **Survey.** On or before fifteen (15) days after the Effective Date, Buyer shall obtain a survey of the Property made by a surveyor licensed in South Carolina which shall indicate the boundary lines of the Property, the location of all easements, roadways, and other rights of way, flood plain areas, any existing building setback lines, any encroachments and any other matters affecting the Property (the "Survey"). The Survey shall also show the acreage contained in the Property, contain a legal description of the Property and a certificate in standard form. Upon receipt of the Survey, Buyer shall provide a copy of the Survey to Seller for Seller's review and approval. Upon approval by Seller, Buyer shall have the Survey approved for recording by the respective planning departments within the City of Greenville and the County of Greenville and recorded in the Register of Deeds Office for Greenville County. The Property shall be conveyed by reference to the recorded Survey.

7. **Seller Deliveries at Settlement.** At Settlement, Seller shall deliver to Buyer duly executed originals of the following:

- (a) A Quit Claim Deed to the Property duly executed and acknowledged by Seller and in proper form for recording (the "Deed").
- (b) An affidavit of title in favor of Buyer's title insurer in the form used by such title insurance company.
- (c) Copies of the authorizations approving the sale of the Property.

8. **Possession.** Possession of the Property shall be given to Buyer at Settlement unoccupied and free of any leases, other claims to or rights of possession by delivery of the Deed. below.

9. **Default by Buyer.** If Buyer, without the right to do so and in default of its obligations hereunder, fails to complete Settlement, the Deposit shall be paid to Seller. Such payment of the Deposit to Seller shall be deemed to be liquidated damages for Buyer's default and the receipt of same shall be Seller's exclusive and sole remedy.

10. **Default by Seller.** If Seller, without the right to do so and in default of its obligations hereunder, fails to complete Settlement, the Deposit shall be returned to Buyer as its sole and exclusive remedy.

11. **Risk of Loss.** Seller shall bear the risk of all loss or damage to the Property from all causes until Settlement.

12. **Notice.** All notices, requests and other communications under this Agreement shall be in writing and shall be delivered (i) in person, (ii) by registered or certified mail, return receipt requested, (iii) by recognized overnight delivery service providing positive tracking of items (for example, Federal Express), or (iv) by facsimile provided that notice is given simultaneously by one of the methods described in (i), (ii) or (iii) above, addressed as follows or at such other address of which Seller or Buyer shall have given notice as herein provided:

If intended for Seller:  
South Carolina Technology and Aviation Center  
2 Exchange Street  
Greenville, SC 29605  
Attn: Jody Bryson  
Email: [Jody.bryson@sc-tac.com](mailto:Jody.bryson@sc-tac.com)  
Facsimile: 864-299-0797

with a copy to:  
Haynsworth Sinkler Boyd PA  
ONE North Main, 2<sup>nd</sup> Floor  
Greenville, SC 29601  
Attn: Meg Scoopmire  
Email: [mscoopmire@hsblawfirm.com](mailto:mscoopmire@hsblawfirm.com)  
Facsimile: 864-240-3300

If intended for Buyer:  
Southern Flooring, Inc.  
6820 Augusta Road  
Greenville, SC 29605  
Attn: Helen Lorenzen  
Email: [helenl@southernfloor.com](mailto:helenl@southernfloor.com)

with a copy to:

Horton, Drawdy, Ward, Mullinax & Farry, PA  
307 Pettigru Street  
Greenville, SC 29601  
Attn: Thomas F. Dugas, Esquire  
email: [tdugas@hortonlawfirm.net](mailto:tdugas@hortonlawfirm.net)

All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof only upon receipt by the party to whom such notice is sent. Notices by the parties may be given on their behalf by their respective attorneys.

13. **Settlement Costs. Taxes.**

(a) Seller shall pay for the costs of deed preparation. Buyer shall pay all recording fees, any transfer taxes or statutory deed recording fees, all environmental inspections, appraisals, engineering fees, survey charges, other inspection fees, insurance premiums, title insurance premiums, and title examination charges. Each party shall pay its own attorney's fees, regardless of whether or not Settlement occurs, and all other settlement costs of whatever nature and kind incurred by such party in connection herewith.

(b) In the event that all or any portion of the Property is subject to rollback taxes, Buyer shall be responsible for payment thereof. The provisions of this Section (b) shall survive Settlement under this Agreement.

14. **Miscellaneous.**

(a) All of the representations and warranties contained in this Agreement, all covenants, agreements and indemnities made herein, and all obligations to be performed under the provisions hereof shall survive Settlement.

(b) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

(c) Buyer shall have the right to assign this Agreement to a limited liability company which contains the same principals as Southern Flooring, Inc.

(d) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(e) This Agreement, including the exhibits attached hereto, contains the whole agreement as to the Property between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale and purchase. This Agreement shall not be altered, amended, changed or modified except in writing executed by the parties hereto.

(f) This Agreement shall be construed in accordance with the laws of the State of South Carolina.

(g) Both parties to this Agreement having participated fully and equally in the negotiation and preparation hereof, this Agreement shall not be more strictly construed, or any ambiguities within this Agreement resolved, against either party hereto.

15. **Non-Disclosure.** Neither party shall make public disclosure with respect to this transaction before the Settlement except:

(a) as may be required by law; and

(b) as may be permitted specifically by the terms of this Agreement.

16. **Effective Date.** The Effective Date shall be defined as the last date in which either the Seller or Buyer signs this Agreement.

*Remainder of page intentionally left blank  
Signature page follows*

**IN WITNESS WHEREOF**, intending to be legally bound, the parties have caused this Agreement to be duly executed, under seal, as of the day and year first written above.

**SELLER:**

Witness/Attest:

**CITY OF GREENVILLE, SOUTH CAROLINA**

\_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness/Attest:

**COUNTY OF GREENVILLE, SOUTH CAROLINA**

\_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_


**BUYER:**

Witness/Attest:

**SOUTHERN FLOORING, INC.**

 \_\_\_\_\_

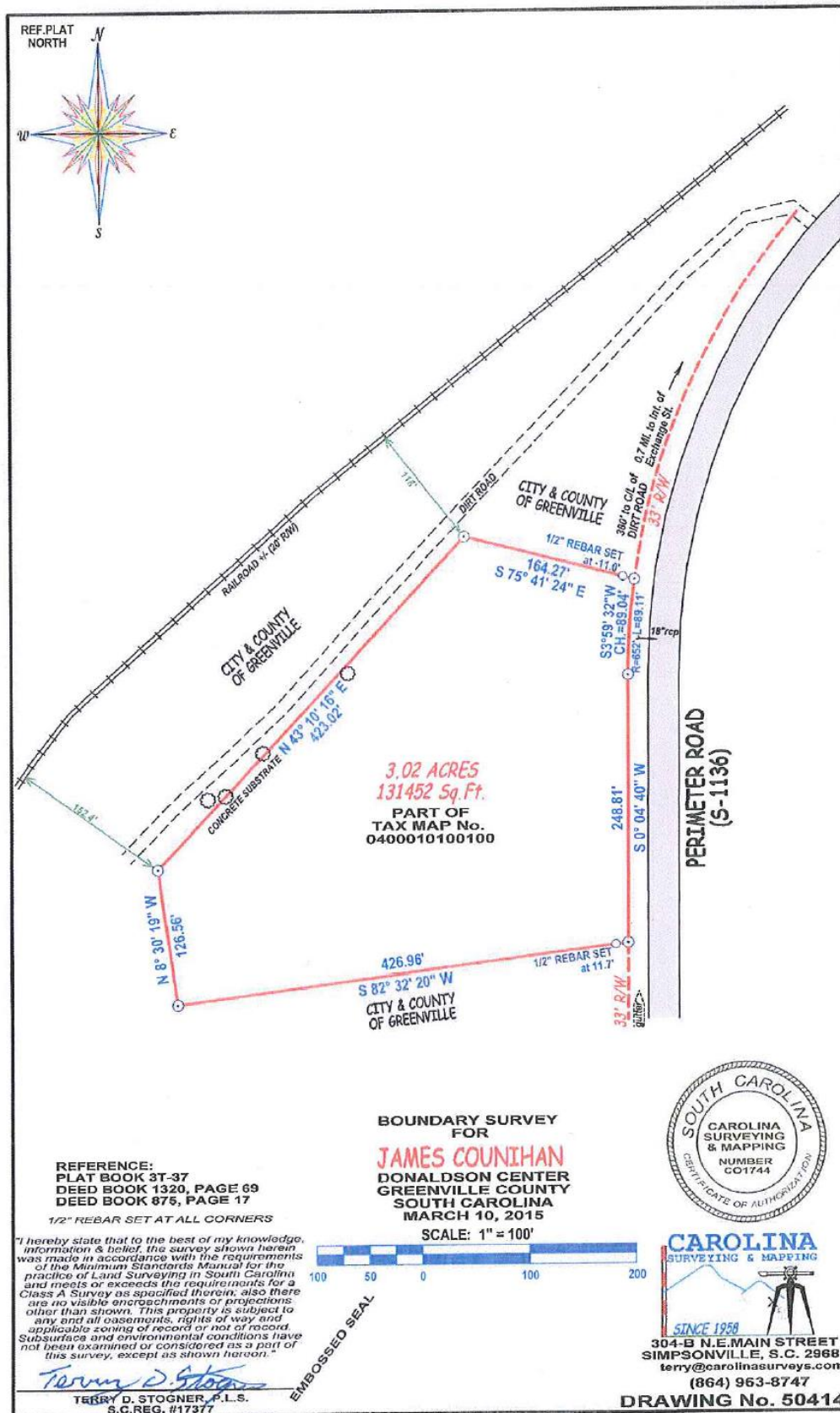
By:

 \_\_\_\_\_  
Name: Helen Lorenzen

Date: 4/2/15



## EXHIBIT A





## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To: Honorable Mayor and Members of City Council**  
**From: John F. Castile, City Manager**

Agenda Item No.

15d

☒ Ordinance/First Reading ☐ Ordinance/Second & Final Reading ☐ Resolution/First & Final Reading ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

TO APPROVE AN EASEMENT IN FAVOR OF RIVERPLACE OFFICE II, INC. FOR LOCATION OF A FLOOR MOUNTED AIR CONDITIONING UNIT AND ASSOCIATED FACILITIES IN RIVERPLACE PARKING GARAGE

**SUMMARY BACKGROUND:**

RiverPlace Office II, Inc. ("RiverPlace Office") is the owner and operator of certain leasehold spaces commonly referred to as artists studios in the Riverplace Parking Garage through a lease from the City dated December 15, 2006. RiverPlace Office has subleased some of the artists studio spaces to various sub-tenants. RiverPlace Office has requested that it be allowed to locate a floor mounted air conditioning unit in the Riverplace Parking Garage, and to run necessary refrigerant, electric, and other necessary lines to a RiverPlace Office sub-tenant space.

**IMPACT IF DENIED / APPROVED:**

If denied, the easement will not be approved. If approved, the easement will be approved.

**FINANCIAL IMPACT:**

None

#### REQUIRED SIGNATURES

**Department Director**

DocuSigned by:

*Michael Murphy*

B8351B3CF7524D2...

**OMB Director**

**City Attorney**

DocuSigned by:

*Michael S. Pitts*

5E0F2A267E2D413...

DocuSigned by:

*John Castile*

FC2569CAE224473...

## A N O R D I N A N C E

TO APPROVE AN EASEMENT IN FAVOR OF RIVERPLACE OFFICE II, INC. FOR LOCATION OF A FLOOR MOUNTED AIR CONDITIONING UNIT AND ASSOCIATED FACILITIES IN RIVERPLACE PARKING GARAGE

WHEREAS, the city of Greenville (“City”) is the owner of the Riverplace Parking Garage; and

WHEREAS, RiverPlace Office II, Inc. (“RiverPlace Office”) is the owner and operator of certain leasehold spaces commonly referred to as artists studios in the Riverplace Parking Garage through a lease from the City dated December 15, 2006; and

WHEREAS, RiverPlace Office has subleased some of the artists studio spaces to various sub-tenants; and

WHEREAS, RiverPlace Office has requested that it be allowed to locate a floor mounted air conditioning unit in the Riverplace Parking Garage, and to run necessary refrigerant, electric, and other necessary lines to a RiverPlace Office sub-tenant space in one of the artists studios; and

WHEREAS, City Council has determined it is in the best interests of the City to enter into an easement agreement in favor of RiverPlace Office to allow for the location of one (1) floor mounted air conditioning unit and associated facilities in the Riverplace Parking Garage;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, City Council approves an easement agreement in favor of RiverPlace Office II, Inc. for location of one (1) floor mounted air conditioning unit and associated facilities subject to the terms and conditions, that are substantially similar to those as set out in Exhibit “A” which is attached hereto. The City Manager is authorized to execute the easement on behalf of the City. The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by Council, the matter shall be presented to Council for further review before the final execution. This Ordinance shall become effective upon the date of passage.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

STATE OF SOUTH CAROLINA     )  
                                      )  
COUNTY OF GREENVILLE      ) EASEMENT FOR AIR CONDITIONING UNIT  
                                      ) AND ASSOCIATED FACILITIES FOR SPACE  
                                      ) OCCUPIED BY BLUES BOULEVARD JAZZ  
                                      ) CLUB

WTNESSETH

WHEREAS, Grantor, as Landlord, did enter into that certain Lease Agreement dated December 15, 2006, hereinafter referred to as "Lease Agreement", with Riverplace Development, Inc., as Tenant, and grant to Tenant therein certain leasehold rights in and to certain premises referred to as "artists studios" in the Riverplace Garage, all as more particularly set out in said Lease Agreement; and

WHEREAS, Grantee did sublease to Boulevard Entertainment Greenville LLC, d/b/a Blues Boulevard, the right to operate an entertainment venue in a portion of the artists studios located at 300 River Place, Suite 203, adjacent to the Riverplace Garage, said entertainment venue hereinafter sometimes referred to as "Blues Boulevard", the interior layout of said Blues Boulevard being as more particularly shown in that drawing attached hereto as Exhibit "A", as same may be reasonably changed from time to time; and

WHEREAS, Grantee now wishes to be allowed to locate and install a floor mounted air conditioning unit on the lower inside level of the Riverplace Garage under the Terrace, abutting the south wall of Blues Boulevard on the west side of the Riverplace Garage stairs and elevator, said location more particularly shown in red on Exhibit "A", attached hereto, to service the Blues Boulevard space; and Grantee wishes to be further allowed to make a hole approximately four inches (4") in diameter through the abutting wall of the Riverplace Garage to run the necessary refrigerant and electric lines, and/or other necessary facilities, from the air conditioning unit in the Riverplace Garage to the Blues Boulevard location; and

WHEREAS, Grantor is agreeable to allowing Grantee to locate said air conditioning unit in/on the Riverplace Garage, and to further locate necessary associated lines in and through the wall of Riverplace Garage, all as more particularly set out herein.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by Grantee to Grantor, Grantor and Grantee do hereby covenant and agree as follows:

1. Grantor does hereby grant, bargain, and convey unto Grantee a non-exclusive, permanent, perpetual easement to locate the following facilities, hereinafter collectively referred to as the "AC Unit and Facilities", in/on the Riverplace Garage:
  - a. A floor mounted Samsung UH140CAV air conditioning unit substantially complying with the specifications shown in Exhibit "B", attached hereto and made a part hereof, or a comparable floor mounted unit approved by Grantor's General Manager of Parking and/or his designee, hereinafter referred to as the "Administrator", to be located in the Riverplace Garage at a location designated by the Administrator, said location to substantially comply with that location shown in red on Exhibit "A"; and
  - b. Any refrigerant line(s), electrical line(s), and other line(s) reasonably necessary for use of the air conditioning unit for its intended purpose, and along a route approved by the Administrator.
  - c. Any reasonably required electrical panel(s), if any, as approved by the Administrator.
  - d. The AC Unit and Facilities shall comply with those specifications and design more particularly set out in Exhibit "A" and Exhibit "B", unless otherwise approved by the Administrator. If the specifications and/or design of the AC Unit and Facilities actually installed in/on the Riverplace Garage are different than as set out in Exhibit "A" and Exhibit "B", then Grantee shall submit drawings and/or specifications to the Administrator, as applicable, setting out the actual AC Unit and Facilities installed upon completion of the installation.
2. This easement conveys to Grantee, its successors and assigns, the right and privilege to enter the Riverplace Garage to inspect, maintain, and/or repair the AC Unit and Facilities at all reasonable times, provided that Grantee shall coordinate such work with the Administrator or his designee.
3. If the installation and/or use of the AC Unit and Facilities causes the loss of use of one or more parking spaces in the Riverplace Garage, then Grantee shall pay to Grantor the rental/compensation for the loss of use of said parking space(s), on a monthly basis, while said AC Unit and Facilities remain in place.
4. Grantee shall take all necessary precautions and/or make any necessary changes to the AC Unit and Facilities to prevent condensate from the Unit and/or lines from



posing a hazard and/or causing damage to persons and/or property.

5. Grantee shall indemnify and hold Grantor, its employees, officers, officials, contractors, agents, and/or representatives, free and harmless from and against any and all liabilities, losses, claims, demands, suits, judgments, causes of action and/or expenses of any kind or nature, including the payment of reasonable attorney's fees, resulting from property damage and/or personal injury, including death, resulting from the installation, maintenance, repair, and/or the presence of the AC Unit and Facilities in the Riverplace Garage. Such losses, liabilities, expenses, damages and/or claims shall include, but not be limited to, civil or criminal fines or penalties, a taking, whether direct, indirect or inverse, or for loss of use and/or service, personal injury, death, libel, slander, and attorney's fees in the underlying action through all levels of appeals. Should Grantor be named in any suit, action or claim for which Grantee has liability under the terms hereof, then Grantee shall appear and defend Grantor at Grantee's sole cost and expense; provided that Grantor shall always have the option to appear and defend such action or claim on its own behalf. The foregoing indemnity shall survive the expiration or termination of this easement.
6. Grantee shall procure and maintain insurance for the duration of this easement against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with, the installation and/or the presence of the AC Unit and Facilities in the Riverplace Garage. Such insurance shall be in the following minimum amounts:

Minimum Coverages and Limits:

- |    |                                    |                               |
|----|------------------------------------|-------------------------------|
| a. | Commercial General Liability       | \$1,000,000 per occurrence    |
| b. | Comprehensive Automobile Liability | \$1,000,000 per occurrence    |
| c. | Workers' Compensation              | Statutory Limits              |
| d. | Employers Liability                | \$500,000/\$500,000/\$500,000 |

Certificates showing proof of such insurance shall be submitted to Grantee prior to commencement of use of this easement. Further, it shall be an affirmative obligation upon Grantee to advise Grantor's Risk Manager at Fax No. 864-298-2744, e-mail [mteal@greenvillesc.gov](mailto:mteal@greenvillesc.gov), PO Box 2207, Greenville, SC 29602, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this easement.

The General Liability policy is to contain or be endorsed to name Grantor, its officers, officials and employees as additional insureds as respects the liability arising out of the installation, maintenance, repair, and/or presence of the AC Unit and Facilities in the Riverplace Garage under this easement. Such coverage shall be primary to the extent of the coverage set out herein, and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Grantee shall maintain Workers' Compensation Insurance for all of Grantee's employees who are in any way connected with the installation, maintenance, and/or repair of the AC Unit and Facilities. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against the Grantor, its officers, officials, agents and employees, unless otherwise approved by Grantor.

Insurance shall be placed with insurers with a current A.M. Best's rating of not less than A:VII and licensed to do business in the state of South Carolina, unless otherwise approved by Grantor; and Grantee shall not self insure in satisfaction of any insurance requirement set out herein without the express, written consent of Grantor. Grantee shall be fully and solely liable for any costs or expenses arising as a result of a coverage deductible, co-insurance penalty, or self-insured retention, including any loss not covered because of the operation of such deductible, co-insurance penalty or self-insured retention.

Grantee shall cause each of its contractor's performing services hereunder, if any, to purchase and maintain insurance of the type specified herein, unless Grantee's insurance provides coverage on behalf of each contractor.

5. If the installation of the AC Unit and Facilities shall increase the cost of insurance to Grantor for the Riverplace Garage, then Grantee shall reimburse Grantor for such increased costs within thirty (30) calendar days of an invoice for same from Grantor.
6. Grantee represents and agrees that all installation, maintenance, and/or repair of the AC Unit and Facilities shall be done in a professional manner and, at a minimum, to that level of skill and competence to be expected of similarly situated contractors performing the same or similar services in the same or similar locale.
7. Grantee, at its sole cost and expense, shall make any and all repairs that are necessary, in the sole reasonable determination of the Administrator, to the Riverplace Garage resulting from the installation, maintenance, and/or repair of the AC Units and Facilities.
8. Grantee shall coordinate the installation of the AC Unit and Facilities with the Administrator.
9. Grantor hereby warrants that it is legally qualified and capable of granting the easement set out herein.
10. If any part or provision of this easement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this easement.
11. This easement is made and granted upon the condition that Grantee shall punctually and faithfully perform all of the covenants and obligations by it to be performed as set forth herein. Grantee shall be in default and breach of its obligations, herein, in the event that any of the following shall occur, to wit: (a) any

sums required to be paid by Grantee hereunder, or any part thereof, shall at any time be in arrears and unpaid for a period of ten (10) days after and following written demand therefore; or (b) Grantee shall file a petition for bankruptcy or be adjudicated as bankrupt, or file a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal, state, or other governmental statute, law or regulation, or make an assignment for the benefit of creditors; or (c) any trustee, receiver or liquidator shall be appointed for Grantee for all or any substantial portion of its properties in any action, suit or proceeding by or against Grantee, and such proceeding or action shall not have been dismissed within sixty (60) days after such appointment; or (d) the AC Unit and Facilities, or any portion of same, shall be made subject to any lien, or taken by any action at law; or (e) Lessee shall admit in writing its inability to pay its obligations generally as they become due; or (f) Grantee shall abandon its location that the AC Unit and Facilities are installed to serve, or such space shall remain empty and unoccupied for a period of twelve (12) consecutive months or more, or (g) there be any default on the part of the Grantee in the observance or performance of any of the other covenants, obligations, or conditions of this easement on the part of the Grantee to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Grantor to Grantee.

12. If Grantee shall be in breach and/or default of this easement, as set out herein, and Grantee shall not have cured such breach and/or default as set out herein, then this easement, and all rights granted herein, shall terminate without further action necessary on the part of Grantor.
13. In the instance of any breach or default of this easement which is not cured as set out herein, then Grantee shall remove the AC Unit and Facilities and make any repairs to the Riverplace Garage that are necessary as the result of such removal.
14. Termination of this easement shall not relieve any obligations incurred by the parties hereto, one to the other, prior to such termination.
15. The waiver by Grantor or Grantee of a breach of this easement shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this easement shall be construed to be a waiver of the breach.
16. Grantee shall comply with all applicable federal, state, county and city laws and ordinances in the installation, maintenance, repair, and/or presence of the AC Unit and Facilities.
17. This easement and the rights, obligations and remedies of the parties hereto, shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina.
18. The rights and obligations herein shall run with the land and inure to and be binding upon the successors and assigns of the parties hereto; and Grantor shall have no



Page 6 of 7

My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2015 by \_\_\_\_\_, the \_\_\_\_\_ and duly  
authorized officer of RiverPlace Office II, Inc.

\_\_\_\_\_  
Notary Public for South Carolina

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires: \_\_\_\_\_

Architectural floor plan of a building with two suites, Suite 203 and Suite 202. Suite 203 is on the left and contains a large conference room with a grid of windows, a reception area, and a staircase. Suite 202 is on the right and contains a reception area and a staircase. A large, dark, irregular shape is drawn over the plan, possibly indicating a fire or damage. Handwritten notes in the center-left area include "proposed new unit", "GH140CAV", "56' x 45 3/4' x 14 3/4'", and "W-H-O". A red rectangular mark is present in the center of the plan. A "NOTE" box is located in the bottom left corner.

NOTE

Architectural floor plan showing Suite 203 and Suite 202. Suite 203 includes a large conference room, reception area, and staircase. Suite 202 includes a reception area and staircase. A large, dark, irregular shape is drawn over the plan, possibly indicating a fire or damage. Handwritten notes in the center-left area include "proposed new unit", "GH140CAV", "56' x 45 3/4' x 14 3/4'", and "W-H-O". A red rectangular mark is present in the center of the plan.

UH 140 CAV

## Exhibit "B"

**SAMSUNG****SUBMITTAL DH140CAV / UH140CAV**

Medium static, ducted, single zone split system

Page 1 of 3

www.QuietSide.com

Job Name	Location
Purchaser	Engineer
Submitted to	Reference <input type="checkbox"/> Approval <input type="checkbox"/> Construction <input type="checkbox"/>
Unit Designation	Schedule #

Specifications			
Performance	Nominal Capacity	Cooling (Btu/h)	48,000
		Heating (Btu/h)	54,600
	Capacity Range	Cooling (Btu/h)	10,000 - 52,500
		Heating (Btu/h)	12,800 - 61,000
	SEER / EER		13.6 / 9.2
	HSPF		9.1
Power	Condensate (pints/hour)		10.8
	Voltage (v/Hz)		1 / 208-230 / 60
	Rated Current	Cooling/heating (A)	22.0 / 20.7
	Max. Breaker		50 A
Dimensions	Min. Circuit Ampacity		34 A
	W X H X D (Inches)	Indoor Unit	47 1/4 X 14 1/8 X 25 5/8
		Outdoor Unit	36 11/16 X 45 3/4 X 14 3/4
	Weight (lbs.)	Indoor Unit	121
		Outdoor Unit	207
	Supply duct connection (inches)		10 X 39 3/8
Heat Exchanger	Condensate Connection		OD 1 1/4", ID 1"
	Indoor & Outdoor Unit	Type	Aluminum Fin - Copper Tube
		FPI	18
Sound Pressure Level (dB)		Pipe Diameter	1/4 inch
	Indoor Unit	Cooling / Heating	49 / 50
Operating Temperatures	Outdoor Unit		56
	Cooling	°F	14 ≤ T ≤ 115
Pipe Connections	Heating	°F	-4 ≤ T ≤ 75
	Indoor & Outdoor	High side (flare)	3/8"
		Low side (flare)	3/4"
	Maximum Line Set Length		246 ft.
	Maximum Vertical Separation		98 ft.
	Oil Trap		Every 32 ft. of vertical separation
Refrigerant	Type		R410A
	Control Method		Electronic Expansion Valve
	Factory Charge		98.8 oz
	Charged for		25 feet
	Additional Refrigerant		0.4 oz/ft over 25'
Compressor	Manufacturer		Samsung
	Type		DC, Inverter Driven, Twin Rotary
	RLA (A)		24.0
Evaporator Fan	Type		Sirocco (2)
	Air Volume	Cooling	970 / 1,090 / 1,250
	LMH (CFM)	Heating	925 / 1,110 / 1,300
	External Static Pressure	Standard/max. (in WC)	.31 / .47
Condenser Fan	Motor		BLDC With Axial Type Fan (2)
	Output	W	250
	FLA	Amps	2.0
Accessories	Samsung condensate pump		MDP-075SGU2
	Wireless	Wireless remote	MR-BHQ1U
	Remote	Wire from receiver to unit	MRW-10AU
	Control*	Wireless signal receiver	MRK-A00U
	Wall Bracket (for outdoor unit)		CKN-250



• Low ambient control built in

• Outdoor unit shall provide 208/230V power to indoor unit via 14AWG X 3 interconnect power cable

• Wired controller ships as standard

Construction  
Indoor unit chassis shall be constructed from galvanized steel

The outdoor unit shall be galvanized steel with a baked on powder coated finish for durability

Heat Exchanger  
The heat exchanger shall be mechanically bonded fin to copper tubeRefrigerant System  
The compressor shall be hermetically sealed, inverter controlled, Twin BLDC Rotary

Refrigerant flow shall be controlled by EEV (electronic expansion valve) at outdoor unit

Indoor Fan  
Indoor fans shall be statically and dynamically balanced, sirocco type with a single BLDC motor

Three fan speed settings and auto setting

Controls  
Control signal shall be DDC type signal

Interconnect control wiring shall be 16AWG X 2 shielded wire between outdoor and indoor units

Unit shall be operated via wired or wireless controller

System shall connect to Samsung centralized control systems via interface module

Nominal cooling capacities are based on: Indoor temperature: 80°F DB, 67°F WB. Outdoor temperature: 95°F DB, 75°F WB.


Nominal heating capacities are based on: Indoor temperature: 70°F DB, 60°F WB. Outdoor temperature: 47°F DB, 43°F WB.

QuietSide maintains a policy of ongoing development, specifications are subject to change without notice. Refer to www.AHRIdirectory.org for current reference numbers.

www.QuietSide.com

QS-CAC-04.12A





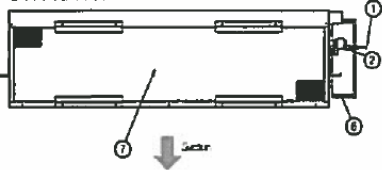
SUBMITTAL DH140CAV / UH140CAV

Medium static, ducted, single zone split system

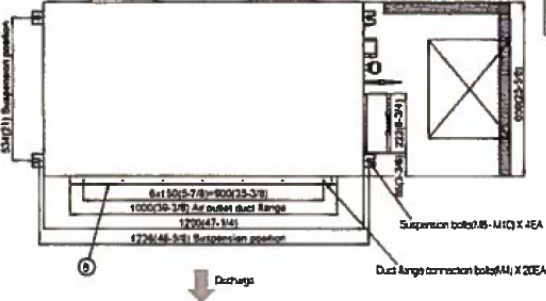
Page 2 of 3

Unit: mm (Inches)

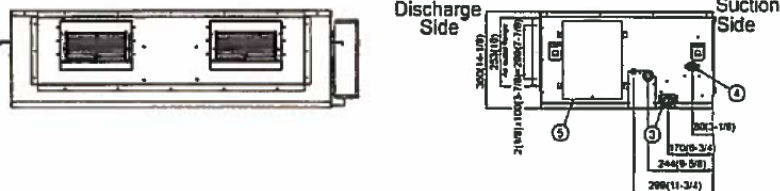
DH140CAV



Suction



Discharge



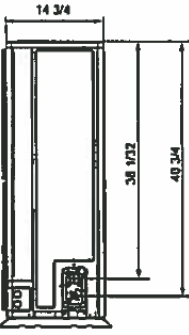
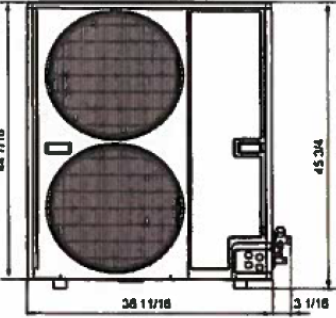
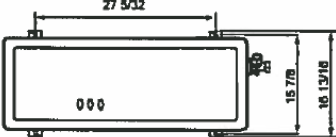
Discharge Side

Suction Side

No.	Name	Description
①	Liquid pipe connection	3/8" flare
②	Gas pipe connection	3/4" flare
③	Drain pipe connection without optional drain pump kits	Quick lock
④	Drain pipe connection with optional drain pump kits	
⑤	Control unit	-
⑥	Conduit for power supply & communication wiring	-
⑦	Return air side	-
⑧	Air outlet duct flange	-

UH140CAV

Unit: inches



Quietside maintains a policy of ongoing development, specifications are subject to change without notice.

888-699-6067

www.Quietside.com





## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To: Honorable Mayor and Members of City Council**  
**From: John F. Castile, City Manager**

Agenda Item No.

15e

☒ Ordinance/First Reading ☐ Ordinance/Second & Final Reading ☐ Resolution/First & Final Reading ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

TO APPROVE A DEVELOPMENT AGREEMENT WITH BROAD STREET OFFICE LLC, FOR THE EP CAMPUS MIXED USE DEVELOPMENT AND TO APPROVE THE CONVEYANCE OF PROPERTY RELATED TO THE PROJECT

**SUMMARY BACKGROUND:**

The City recognizes the importance of the redevelopment of the property situated on the northeast corner of the intersection of East Broad Street and Falls Street in the City's Central Business District. Broad Street Office LLC, (the "Developer"), or its affiliate owns or controls those certain parcels of land with improvements thereon as shown on Exhibit A (the "Land"), of the Development Agreement. The Developer intends to construct and develop a mixed use development known as the EP Campus. The EP Campus will consist of the renovated SunTrust Building, renovated office buildings, a five story mixed use building, a future mixed use development, a new Parking Facility, and the redesign and beautification of areas located under the Church Street Bridge. Under the terms of the Development Agreement, the City will acquire the land and pay the costs of constructing the parking garage. Upon completion of the garage, the Developer shall convey to the City all rights and interests in the facility and the City will own and operate the garage.

**IMPACT IF DENIED / APPROVED:**

If denied, the Development Agreement and the conveyance of property related to the project will not be approved. If approved, the Development Agreement and the conveyance of property related to the project will be approved.

**FINANCIAL IMPACT:**

Approximately Ten Million and no/100 Dollars (\$10,000,000) based on current estimates.

#### REQUIRED SIGNATURES

**Department Director**

DocuSigned by:

*Nancy Whitworth*

1DC2D48BB5D4AB...

**OMB Director**

DocuSigned by:

*Kari Nelson*

41A49000329242C...

**City Attorney**

DocuSigned by:

*Michael S. Pitts*

5E0F2A267E2D413...

DocuSigned by:

*John Castile*

FC2569CAE224473...

## A N O R D I N A N C E

TO APPROVE A DEVELOPMENT AGREEMENT WITH BROAD STREET OFFICE LLC, FOR THE EP CAMPUS MIXED USE DEVELOPMENT AND TO APPROVE THE CONVEYANCE OF PROPERTY RELATED TO THE PROJECT

WHEREAS, the city of Greenville recognizes the importance of the redevelopment of the property situated on the northeast corner of the intersection of East Broad Street and Falls Street in the City's Central Business District; and

WHEREAS, Broad Street Office LLC, (the "Developer"), or its affiliate owns or controls those certain parcels of land with improvements thereon as shown on Exhibit A (the "Land"), of the Development Agreement; and

WHEREAS, the Developer intends to construct and develop a mixed use development known as the "EP Campus." The EP Campus will consist of the renovated SunTrust Building, renovated office buildings, a five story mixed use building, a future mixed use development, a new parking facility, and the redesign and beautification of areas located under the Church Street Bridge; and

WHEREAS, the City recognizes and encourages the additional economic activity generated by the EP Campus as well as the additional ad valorem taxes that will be generated; and

WHEREAS, the City desires to assure additional parking availability for the public at large due to the upsurge in the number of retail establishments and restaurants currently operating or under development in the vicinity of the EP Campus and an increase in the occupancy rates in downtown office buildings in general; and

WHEREAS, the City has for several decades provided parking in the Central Business District and recognizes the growth and vitality of the District needs effective responses to changing parking demands; and

WHEREAS, the City and the Developer have mutually concluded their respective parking needs can be addressed by a coordinated effort to transfer an ownership interest in a portion of the land and the parking facility to be constructed thereon in accordance with the terms and conditions of the Development Agreement for EP Campus Mixed Use Development ("Development Agreement") attached hereto and made a part hereof as Exhibit B;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA:

**Section 1. Agreement Approval.** City Council approves the Development Agreement for the development of the EP Campus Mixed Use Development, in substantially the same form as that attached hereto. The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by Council,

then the matter shall be presented to Council for further review before the final execution. The City Manager is also authorized to execute any documents necessary to comply with or facilitate the Development Agreement.

**Section 2. *Property Conveyance.*** City Council approves conveyance of property from the Developer to the City as shown on Exhibit A of the Development Agreement as Lot 4. The City Manager is authorized to execute on behalf of the City such deeds and other documents as may be necessary to achieve the purposes of this Development Agreement.

**Section 3. *Effective Date.*** This Ordinance shall become effective on the second and final reading.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER



## ATTACHMENT

STATE OF SOUTH CAROLINA	)	DEVELOPMENT AGREEMENT
	)	FOR EP CAMPUS MIXED
COUNTY OF GREENVILLE	)	USE DEVELOPMENT

This Development Agreement for EP Campus Mixed Use Development (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Greenville, a municipality under the laws of South Carolina (the "City") and Broad Street Office, LLC, a South Carolina limited liability company (the "Developer"). The consideration for the Agreement shall be the expenditure of funds to be made by both parties in reliance upon their exchange of mutual promises as reduced to writing here.

**1. Recitals.**

A. The Developer owns or shall have development control over those certain parcels of land with improvements thereon located on the northeast corner of the intersection of East Broad Street and Falls Street in the City's central business district as more specifically identified as Lots 1 through 5 on the summary plat entitled "Subdivision for Three Falls, LLC" (the "Survey") attached as **Exhibit A** hereto (the "Land").

B. A five story mixed use building consisting of approximately 165,000 square feet of retail banking space and office space is currently located on a portion of Land identified as Lot 1 on the Survey (the "SunTrust Building"). The Land is contiguous to two office buildings located on East Broad Street that are owned by the Developer or its affiliates (the "EP Office Buildings").

C. The Developer intends to construct and develop a mixed use development known as the "EP Campus" that will consist of (i) a renovated SunTrust Building; (ii) renovated EP Office Buildings; (iii) the redesign and beautification of the areas located under the Church Street Bridge; (iv) a five story mixed use building with approximately 125,000 square feet of office space with ground floor retail space of approximately 4,000 square feet on that portion of the Land identified as Lot 5 on the Survey (the "EP3 Building"); and (v) a future mixed use development on that portion of the Land identified as Lot 3 on the Survey (the "Mixed Use Parcel").

D. In connection the construction, renovation and development of the EP Campus, the Developer desires to have a parking facility consisting of approximately six hundred thirty (630) parking spaces (the "Parking Facility") constructed on that portion of the Land identified as Lot 4 on the Survey. The Parking Facility will have parking availability for tenants, occupants, patrons, and guests of the EP Campus as well as the general public. The EP Campus and the Parking Facility are more particularly shown on the site plan attached hereto as **Exhibit B**.

E. The City encourages the additional economic activity generated by the EP Campus and acknowledges the additional ad valorem taxes that would be generated by the EP Campus. In addition, the City desires to assure additional parking availability for the public at large due to the upsurge in the number of retail establishments and restaurants currently operating or under development in the vicinity of the Land and an increase in the occupancy rates in downtown office buildings in general. Further, the City has for several decades provided parking in the central business district and recognizes the growth and vitality of the district needs effective responses to changing parking demands. The parties both recognize that the Developer, as the owner of the real property upon which a Parking Facility could be constructed, can provide an opportunity to address the mutual resolution of similar parking needs. After discussion, the parties have mutually concluded their respective needs can be addressed by a coordinated effort to transfer an ownership interest in a portion of the Land and the Parking Facility to be constructed thereon in accordance with the allocation of duties provided in this Agreement.

## 2. Developer Commitments

A. Conveyance of City Parcel. Prior to the closing on debt needed to finance the City's Parking Facility, or the commencement of construction on the Parking Facility, whichever occurs first, Developer shall convey to the City, or cause an affiliate to convey to the City, good marketable title in fee simple to that parcel of land identified as Parcel 4 of the Survey (the "City Parcel") in exchange for the City's payment of Six Hundred Ninety Thousand Dollars (\$690,000.00) (the "Land Purchase Price"). The parties acknowledge that the Survey and resulting legal description of the City Parcel may need to be amended upon the completion of construction of the Parking Facility as provided below. Therefore, the parties agree to execute such corrective deeds or other instruments as may be necessary to reflect the final and correct legal description and to assure that all City funds are expended for the structural and site improvements on the City Parcel. The parties shall cooperate with one another in conforming such parcel boundaries in a manner needed to achieve the purposes of the Agreement and to assure both parties, as well as the subsequent owner of any parcel of the Land can comply with applicable law in carrying out their duties and exercising their rights. The Developer shall also convey to the City one or more easements from East Broad Street, Falls Street or East McBee Avenue, as required by the agreed upon design, for vehicular and pedestrian ingress and egress to the Parking Facility.

B. Construction of EP3 Building. The Developer shall cause the EP3 Building to be constructed on Lot 5 at the time of Parking Facility construction. As defined in Section 1, the EP3 Building shall consist of approximately 4,000 square feet of retail space on the ground level and 125,000 square feet of office space on the upper level of the building.

C. Parking Facility Construction. Recognizing that the Parking Facility and EP3 Building are to be constructed on a portion of the Land, the Developer and the City have agreed that the Developer may select and execute a contract with the design firm and construction firm for the design and construction of the Parking Facility so that such design and construction will more likely be compatible with the contiguous structures. Further, the parties recognize and agree that having two separately managed construction projects at the same place at the same time can generate unnecessary confusion, delay and costs. To this end, the Developer shall be responsible for procurement of design and engineering services; solicitation and evaluation of proposals for construction, materials and supplies; negotiating contracts with general contractor and, as necessary, subcontractors, material men and suppliers; directing the execution of said contracts; and otherwise causing the Parking Facility construction to be completed to the point of readiness for occupancy and use. The Parking Facility will contain approximately 630 spaces. Vehicular access will be through Lot 2 of the Survey. In addition to the Land Purchase Price, the total costs to develop and construct the Parking Facility shall be substantially the same as those set forth in the Project Cost Summary attached hereto as Exhibit C-1 comprised of the following: (i) construction costs as set forth in the attached Exhibit C-2 ("Construction Budget"); (ii) site development costs as set forth on the attached Exhibit C-3 ("Site Development Budget"); and (iii) the Developer's direct costs addressed more fully below in Section 3.B and as reflected within Exhibit C-1. The Site Development Budget contains a schedule of values that reflects the Developer's total cost of site development in the amount of \$3,182,014 with that portion of the costs attributable to the City's project of \$1,655,000. The Construction Budget and the Site Development Budget were prepared by the Harper Corporation and the City has reviewed same for their reasonableness. Notwithstanding the foregoing, the parties hereby acknowledge and agree that the individual line items making up the Construction Budget and Site Development Budget are subject to fluctuations so long as the total costs remain substantially the same. Escalation and estimating contingencies totaling **One Hundred Fifty-six Thousand and no/100s Dollars (\$156,000.00)** as reflected in Exhibits C-2 and C-3 in the Construction Budget and Site Development Budget shall not be adjusted without the written approval of the Developer and the City. The Developer and its officers, employees, and agents are not authorized to represent to any design professional, general contractor, or subcontractor, or other provider of services or material that the Developer is authorized to act on behalf of the City, except as provided in the Agreement. Nor are they authorized to represent to contractors and providers that the City will make payment to any party other than the Developer, unless the City has given authorization to that effect which is in writing and

signed by the City's senior level contact. The Developer shall convey to the City all rights and interests in the completed Parking Facility, including all fixtures, furnishings, equipment, and other improvements, and including any warranties or guarantees. The Developer shall ensure that no part of the Parking Facility is or will be subject to any lien or claim as a result of the Developer's management of the construction of the Parking Facility, except for the City's failure to pay any obligations under Section 3.B.

The Developer shall cause the general contractor to be responsible for the following items during all phases of construction:

- i. Cleanliness to include entire worksite area (i.e., dust control, garbage, construction debris, loose and blowing materials etc.)
- ii. Damage to existing on-site utilities, including, but not limited to, water, sewer, storm water, communication, electricity and gas.
- iii. Parking for construction employees, material lay-down area, location for construction material dumpsters.
- iv. Coordination with existing businesses and residents regarding, noise, displaced parkers, after hours construction, concrete pours, blasting, disruption of vehicle & pedestrian access to the existing development and garage at all times.
- v. All after hour concrete pours must be approved by the senior level contact designated by the City Manager to represent the City.

D. Purchase Option for Parking Facility. In the event that the City desires to cease operating a municipal parking facility on the City Parcel, the City shall first offer to sell the City Parcel and all improvements thereon to the Developer by providing the Developer written notice of the City's intent to cease operations of the Parking Facility (the "Option Notice", the date of the Developer's receipt of the Option Notice shall be referred to as the "Option Date"). The purchase price shall be the fair market value of the City Parcel as determined by a duly qualified MAI appraiser selected by the City and the Developer within fifteen (15) days of the Option Date. If the City and the Developer cannot agree on an appraiser, the fair market value of the City Parcel shall be determined as follows: (i) the City and the Developer shall each select a duly qualified MAI appraiser, each of whom shall conduct an appraisal of the City Parcel within thirty (30) days of the Option Date; (ii) If the two MAI appraisals reflect fair market values that are within ten percent (10%) of each other, then a fair market value shall be deemed to be the mean of the values shown in the two MAI appraisals; (iii) if the two MAI appraisals reflect fair market values that are not within ten percent (10%) of each other, the MAI two appraisers selected in accordance with this paragraph shall jointly select a third MAI appraiser within forty-five (45) days of the Option Date, who shall provide a third MAI appraisal of the Premises within thirty (30) days after his or her selection; and (iv) of the two original appraisals, the appraisal which is closer to the value of the third appraisal shall be used as the fair market value for the City Parcel. Each party shall pay the fees of its appraiser, and the fee of the third appraiser shall be split equally between the City and the Developer. Beginning on the date that the fair market value of the City Parcel is determined (the "Appraisal Date") and continuing for a period of ninety (90) days thereafter, the Developer shall have the exclusive option to purchase the City Parcel from the City at the fair market value (as determined above). If the Developer does not exercise the option to purchase the City Parcel within ninety (90) days of the Appraisal Date, then the City may cease operating a municipal parking facility on the City Parcel and make any use or disposition of the City Parcel as it deems appropriate in its sole discretion.

E. Future Development of the Mixed Use Parcel. Developer may develop and construct a mixed use structure that may include general commercial uses ("Mixed Use Structure") on the Mixed Use Parcel.

F. Design Considerations. At a minimum, the EP Campus shall comply with the City's Downtown Design Guidelines and shall receive all required approvals by the City's Design Review Board. The design of the EP3 Building must be complementary of the Parking Facility's design and must be compatible with the design of the EP Office Buildings, all of which are owned by the Developer or an affiliate. Likewise, any exterior views of the Parking Facility shall have the approval of both the Developer and the City Manager and shall require all necessary approvals by the Design Review Board. All exterior design features for all structures shall use modern urban design standards and promote pedestrian interaction with nearby structures, retail and restaurant destinations, and public space now under renovation.

G. Compliance with Building, Zoning, and Environmental Laws; Environmental Representation and Warranty. The construction and development of the EP Campus and Parking Facility will be done in accordance with all applicable laws, rules, orders, ordinances, regulations and legal requirements of all governmental entities, agencies or instrumentalities relating to the development, use, or condition of the property, including without limitation all building code, zoning requirements, and environmental laws and regulations then in effect at the time applicable permits are issued. Upon completion of each phases or component of the project, all uses and operations shall also be in accordance with all applicable federal, state, and local laws. The parties acknowledge the Developer has provided the City with a Report of Phase 1 Environmental Site Assessment dated April 3, 2015 for the Land comprising project site, including the City Parcel. The Developer represents and warrants it has no knowledge of material environmental concerns beyond those disclosed in said report.

H. Implementation of Investment. The parties recognize and affirm that the Developer's private investment in the EP Campus and EP3 Building and the projected property tax revenues resulting to the City therefrom are to be considered as a material inducement for City's commitments contained in this Agreement. The parties agree that the EP3 Building shall have a taxable investment of at least Thirteen Million Dollars and no/100s (\$13,000,000.00) as reflected on the Greenville County tax rolls, it being understood this taxable investment is in addition to the substantial taxable investment made by the Developer in the renovation of the SunTrust Building, the renovation of the EP Office Buildings, the redesign and beautification of the areas located under the Church Street Bridge, and the construction and development of the Mixed Use Parcel. Except in cases where delay in funding the Parking Facility or other action or inaction by the City has caused the delay, in the event the EP3 Building has not been completed and placed on the tax rolls by December 31, 2018, Developer shall pay to the City an annual payment in the amount of Seventy Thousand Dollars and no/100s (\$70,000.00) as liquidated damages ("Substitute Tax Payment"). The Substitute Tax Payment represents the revenue which the City would have derived from the EP3 Building in ad valorem taxes if the EP3 Building had been in place on the tax rolls by December 31, 2018. The Developer shall pay the Substitute Tax Payment by January 1, 2020 for the 2019 tax year and shall continue the payment annually by January 15 of each until the earlier date of: (i) the completed EP3 Building is on the ad valorem property tax rolls and ad valorem taxes are being paid thereon, or (ii) ten (10) years, whichever first occurs. However, in no event shall the Developer be required to make payments to the City under this Section 2.H that would result in the City receiving more total ad valorem tax revenue from the EP3 Building than it would have received if the EP3 Building had been completed and on the tax rolls for that year.

I. City as Beneficiary Under Prime Contractor and Design Professional Contract. The Developer shall cause the City to be named as a beneficiary under its contracts with the prime contractor(s) and the design professional(s) where, among other things, the City shall be extended the same indemnification rights and warranty protections afforded to the Developer under said contracts.

### **3. City Commitments.**

A. Acceptance of Land. The City shall accept from the Owner a deed conveying by good marketable title in fee simple the City Parcel, subject to the terms and conditions of Section 2.A above.

Provided the City takes title to the City Parcel, the City (or its assigns) shall also accept the Parking Facility upon the issuance by the City of a certificate of occupancy. The Developer's right to construct the EP3 Building shall not be applied in a manner that impedes the City's capacity to finance acquisition and construction of the Parking Facility. The details shall be negotiated in good faith and the parties shall mediate any differences, neither withholding consent from the other unreasonably. The parties recognize and agree that the deeds, assignments or other conveyance instruments may later need to be corrected to conform to as-built configurations, and neither party may withhold consent to that effect unreasonably.

B. City's Investment. The City agrees to pay the Land Purchase Price for the City Parcel. The City additionally agrees to pay up to but not to exceed Eight Million Eight Hundred Ten-Thousand Dollars and no/100s (\$8,810,000.00) (the "City Investment") for acquisition and construction of the Parking Facility, inclusive of any escalation and estimation contingencies, provided that if the Total Parking Facility Costs (as defined below) should be less than the City Investment, the City shall only be required to pay the Total Parking Facility Cost. The City Investment represents the not-to-exceed amount that the City will reimburse to Developer and is based on the Construction Budget, Site Development Budget, and Developer's direct costs including, but not limited to, design fees, demolition costs associated with the portion of the Land to be used for the Parking Facility, excavation costs, inclusive of rock removal, and similar costs that are clearly related to the planning and constructing of the Parking Facility of approximately 630 spaces (collectively, the "Total Parking Facility Costs"). City and Developer also acknowledge that there will be additional City costs associated with the construction (lighting and cameras), financing and inspection of the Parking Facility; however, these costs will not be included in the City Investment.

C. Parking Facility Operations. Upon successful completion of the Parking Facility, the City shall operate and manage the Parking Facility. In so doing, the City shall make available its personnel to confer with the Developer on the parking needs of the Developer, the Developer's tenants, and their employees and patrons. The parties mutually acknowledge and agree that careful long range planning and short term flexibility are needed to address the significant parking demands being generated by the construction of the EP3 Building, the renovation of the SunTrust Building, the EP Office Buildings and the public at large. In light of those parking demands, Developer acknowledges that the City is only agreeing to make available the number of parking permits specifically identified by the terms and conditions of the Parking Agreement (defined below) between the City and the Developer, and that nothing herein or in the Parking Agreement is to be construed to obligate the City to make available as many permits as Developer or its tenants may request. The City in its operation and management shall recognize differing times of day demands by different types of users in the vicinity and shall endeavor to address its policies, practices, and pricing accordingly. In the event that the City uses proceeds from taxable, as opposed to tax-exempt, debt instruments, then the City will be willing to entertain operational and pricing approaches which it determines to maximize the efficacies of the Parking Facility's use, otherwise the City will always act in accordance with requirements lawfully established by Internal Revenue Service as to available parking offerings, rates, and related matters. Standard parking rates in the Parking Facility will be the same as in comparable facilities in the City.

D. Parking Agreement. The City agrees to make parking in the Parking Facility available to the Developer, under the same terms and conditions as available to members of the general public and to the extent applicable in accordance with Internal Revenue statutes, regulations, and rules governing such arrangement for facilities financed with tax-exempt instruments should the City elect to use tax-exempt debt to finance the Parking Facility. The terms and conditions for any parking made available to the Developer will be established in a Parking Agreement between the City and Developer (the "Parking Agreement") which is made part of this Agreement and referenced as **Exhibit D**. The City will have appropriate parking permits available on a month to month basis for individual users as spaces and use demands allow, inclusive of those which are available to employees and patrons of the Developer and the Developer's tenants.



**4. Design and Construction Processes.**

A. Designated Senior Contact. Upon execution of the Agreement, the City Manager shall designate a senior level contact to represent the City and the Developer shall designate a senior level contact to represent the Developer. The designated individuals shall without delay address issues related to scheduling, traffic control, utility coordination, and a process for reviewing and revising plans and specifications. All communication shall be by and through the designated individuals for matters addressed under this Section 4, and for purposes of this section the designated supervisors can exercise the duties and rights of the City and Developer as addressed here.

B. Plans and Specifications. Prior to having plans and specifications prepared, the City and the Developer shall confer on the needs, preferences, and expectations each has for its respective project and as much as possible achieve common goals as to how to achieve them. The City's requirements in connection with the Parking Facility for design features, internal traffic patterns, striping, and machinery types are set out in the Parking Facility Expectations attached as **Exhibit E** and are acknowledged by Developer. The process outlined in this subsection is in addition to and not in lieu of all approval and permitting processes applicable to all other persons and entities developing projects in the City's central business district.

C. Changes. If during construction, the parties encounter unexpected circumstances, they shall confer without delay. No material change to plans and specifications for the Parking Facility or approval of any change order to the primary contract may be made unless approved in writing by the City Manager. Directives which the Developer makes to the contractor or design professionals regarding the Parking Facility are made at the Developer's own risk if such instructions are issued without the prior approval of the City. The City shall not give instructions or directives to the contractor or design professionals; the City shall submit any proposed instructions or directives to the Developer for consideration. The Developer will use reasonable efforts to implement any instructions or directives desired by the City, so long as the City pays any additional cost and the work is not delayed. However, this restriction on the City making directives shall not apply to those instructions issued in the administration of state and local laws or in assuring public safety, regardless of expense to the Developer or to the City.

D. Requests for Payment. It shall be the duty of the Developer to secure from the design professionals and the contractor timely invoices for service rendered during the development of the projects. The Developer shall then submit to the City requests for payment for materials and services which apply to the Parking Facility. All requests for payment which the Developer submits to the City for design and construction of the Parking Facility will be accompanied by a schedule of values in substantially the same form as reflected in Exhibit C-1, Exhibit C-2 and Exhibit C-3 showing that the costs incurred are properly allocated to the City's project rather than to the Developer's. The City shall then have ten business days within which to review and submit payment, or in the alternative to submit in writing any objection to all or a portion of the request for payment, or to specify what additional information is needed on particular items in order to make a determination of the cost allocation. The Developer shall then have five business days from receipt of the City's objection to withdraw any portion of the payment request, to modify it, or to substantiate the questioned expense. Once the questioned request is reasonably substantiated, then the City shall have five business days within which to submit payment. The aggregate amount of City payments to the Developer for the Parking Facility shall not exceed the City's total payment amount identified in Section 3.B, plus any additional amounts the City has specifically agreed to pay for changes as provided in Section 4.C.

**5. Upon Default of Other Party.**

If, after commencement of construction, the Developer declares bankruptcy or otherwise becomes unable to meet its financial obligations with respect to the Agreement, then the City may, but shall not be obligated to, undertake completion of the Developer's part of the Agreement. This is in addition to any

remedies either party has under applicable law

**6. Bonds and Insurance.**

A. Bonds. Prior to Construction the Developer shall cause the contractor to secure a Payment Bond and a Performance Bond meeting commercially reasonable standards of this region. In so far as the bonds apply to the construction of the Parking Facility, the bonds shall name the City as a protected party and shall not be cancelled or non-renewed without notice to the City.

B. Insurance. During the construction of the Parking Facility, the Developer shall cause the contractor to obtain and maintain, or cause to be obtained and maintained, at all times one or more policies of insurance on the Parking Facility containing the following types of coverage, deductibles, limits and other terms as is customary in the industry and otherwise reasonably approved by the City:

- (i) Builders Risk. Comprehensive builders risk, casualty and property insurance against any casualty to the Parking Facility on the so-called “all risk” perils basis. Any policy providing such coverage shall include fire, extended coverage, vandalism, and malicious mischief.
- (ii) General Liability. Commercial general liability insurance covering the defense and legal liability claims of bodily injury, death and property damage which occurs on, in or about or relating to the Parking Facility whether such bodily injury, death or property damage is caused by the Developer, a construction contractor or any of such party, agencies or employees or licensees of anyone directly or indirectly employed by any of the foregoing. The amount of such insurance shall not be less than \$5 million combined single limits per each occurrence/aggregate for bodily injury or property damage, provided by a Commercial General Liability policy or combination of General Liability and Umbrella Liability limits.
- (iii) Workers Compensation. Workers Compensation and Occupational Disease insurance meeting the statutory requirements of the State of South Carolina including employers liability in an amount not less than \$1 million.
- (iv) Motor Vehicle. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1 million combined single-limits per each occurrence/aggregate for bodily injury or property damage;
- (v) Contractor’s Pollution. Contractor’s Pollution Insurance covering release of Hazardous Materials for limits of not less than \$2 million. The parties agree that this coverage may be held by the Developer’s general contractor for the Parking Facility.
- (vi) Miscellaneous. All insurance required hereunder shall be effected under standard form policies issued by insurers of recognized responsibility authorized to do business in South Carolina which are rated at least Class A-/VIII, Best Rating Services. All such policies shall be non-assessable and shall contain language to the effect that (i) any loss shall be payable notwithstanding any act of negligence of the Developer, the Developer’s approved general contractor or any subcontractor, the City or their respective agents, employees, subcontractors and licensees; (ii) the policies are primary and noncontributing with insurance on which the Additional Insureds are listed as Named Insureds, and (iii) the insurer will not initiate cancellation, material limitation or non-renewal except after thirty (30) days’ written notice (10 days for cancellation due to non-payment of

premium) by the insurer to the Developer and the City. Each such policy of insurance shall further include waivers of all rights of subrogation against the Developer, the City and their respective officers, agency and employees. On all insurance procured pursuant to subparagraphs (i), (ii), (iv) and (v) of this Section 6, the City and the Developer, and their respective agents, employees, subcontractors and licensees shall each be named as additional insured on the respective policies to the extent allowed by law and within the limitations in the forms of coverage available; provided that only the Developer shall be named as additional insured on the insurance procured pursuant to subparagraph (v). Such policies of insurance shall contain such deductibles and/or retentions as are reasonable in light of the financial capacity of the Developer, industry practices and as are reasonably approved by the City.

**7. Damage or Destruction Prior to Substantial Completion.**

If, at any time prior to substantial completion, the Parking Facility, or any part thereof, shall be damaged or destroyed by a fire or other casualty, the Developer shall commence, and thereafter proceed as promptly as possible, to repair and restore the Parking Facility so as to cause the same to achieve substantial completion in accordance with the approved architectural drawings as soon as practicable.

**8. Entire Agreement.**

The Agreement is the entire agreement between the parties. All prior negotiations and discussions are merged herein and do not survive the execution of the Agreement.

**9. Term.**

The term of the Agreement begins on the date first recited above. The parties shall undertake their respective duties as soon as feasible thereafter and continue until the both parties have completed their construction related duties. The construction related duties concerning the Parking Facility must be completed by September 1, 2017, unless the parties modify the Agreement as provided in Section 10 below. Duties related to the operation of a Parking Facility shall survive the construction phase and continue for the useful life of the structures constructed, or for forty years, whichever concludes first. At the end of the term for operational considerations, the Agreement shall automatically renew for three consecutive five year terms unless one party or the other notifies the other in writing at least six months before the end of the term of its intent not to renew.

**10. Modification.**

No modification to the Agreement shall be binding on either party unless it is first reduced to writing and executed with the same processes for approval and formalities of execution and as the original approval and execution.

**11. Assignment.**

Neither party shall assign either its rights or responsibilities under the Agreement to a third party without the written consent of the other party. However, the Developer acknowledges that the City in providing for a means to carry out its functions under the Agreement may assign some or all of its rights and duties to a nonprofit corporation in order to effectuate a means of financing which is an installment purchase for the construction financing, or a comparable approach. No further consent beyond the

execution of the Agreement with this Section 11 shall be required of the City for that purpose.



**12. Governing Law and Effective Date.**

The Agreement is entered into and shall be construed under the laws of South Carolina. Venue shall be solely in the state and federal courts of South Carolina. This Agreement shall be effective upon execution by the City Manager following approval by the Greenville City Council.

WHEREFORE the parties bind themselves and their successors in interest by the signatures of their duly authorized officers.

WITNESS:

CITY OF GREENVILLE

---

---

BY: \_\_\_\_\_  
NAME: John F. Castile  
ITS: City Manager

WITNESS:

BROAD STREET OFFICE, LLC

---

---

BY: \_\_\_\_\_  
NAME: G. Jackson Hughes, Jr.  
ITS: Manager

APPROVED AS TO FORM:

---

CITY ATTORNEY

REVIEWED BY:

---

ECONOMIC DEVELOPMENT DIRECTOR

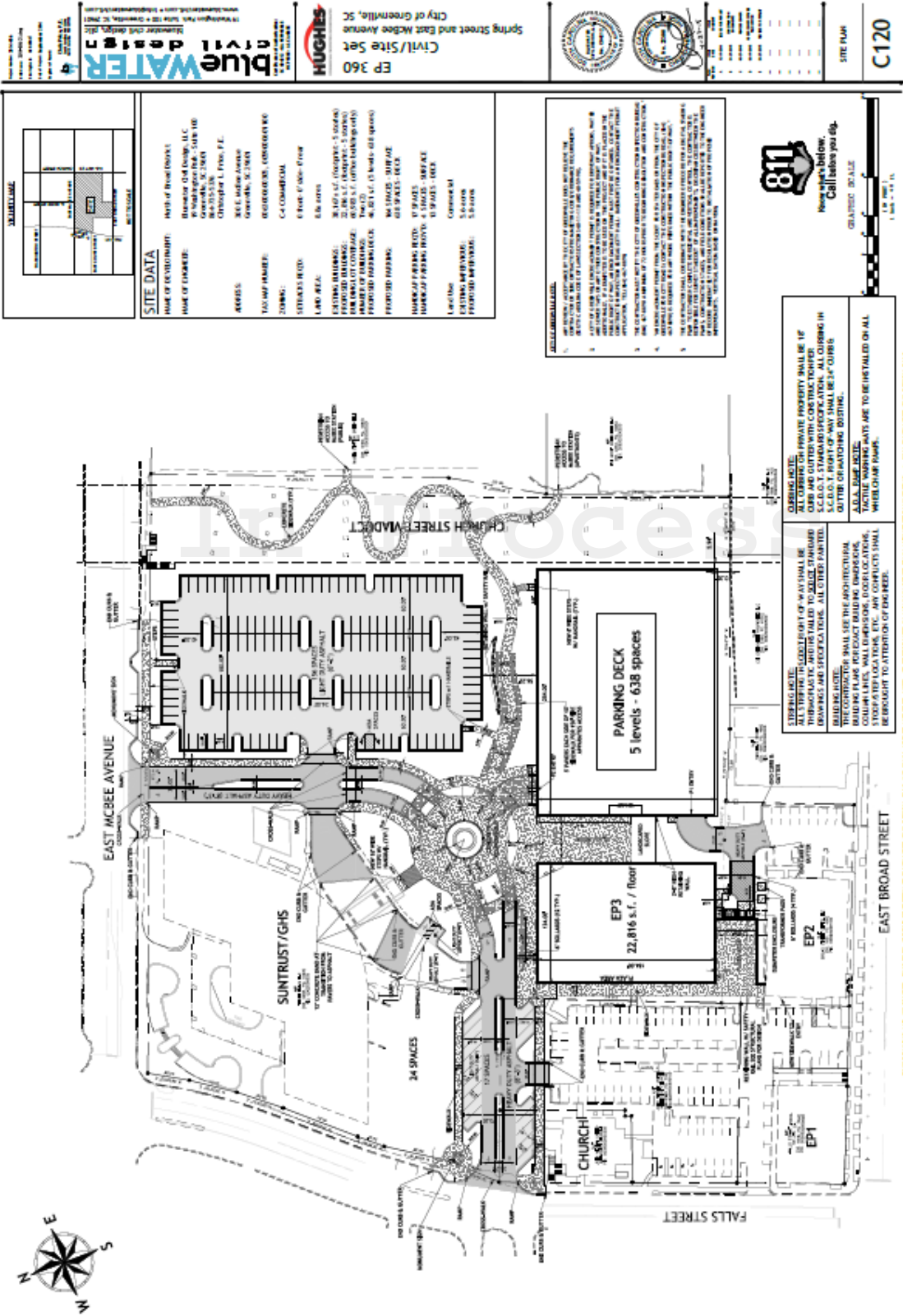
REVIEWED BY:

---

DIRECTOR OF PUBLIC WORKS

[illegible]

EXHIBIT B  
Site Plan



**EXHIBIT C-1  
(Project Cost Summary)**

<b>EXHIBIT C 1</b>		
<b>EP 360 Parking Facility</b>		
<b>Project Cost Summary</b>		
<b>Parking facility structure</b> (inclusive of city's additional requirements)		<b>\$ 6,700,000</b>
<b>City share of Site costs:</b>		<b>\$ 1,655,000</b>
<b>TOTAL CONSTRUCTION COST</b>		<b>\$ 8,355,000</b>
( Contingency of \$156,378 included)		
(Bonds and Insurance Included)		
<b>Developers Direct Costs</b>		
Geotech(refraction study and borings)		\$ 17,000
Surveying		\$ 11,000
Architect Design Fees		\$ 350,000
Civil Design Fees		\$ 55,000
Monument sign		\$ 15,000
Parking consultant		\$ 7,000
<b>TOTAL DEVELOPER DIRECT COSTS</b>		<b>\$ 455,000</b>
<b>GRAND TOTAL DEVELOPMENT AGREEMENT</b>		<b>\$ 8,810,000</b>



## EXHIBIT 2C - PAY APPLICATION/SCHEDULE OF VALUES 6-18-15

APPLICATION NO: 001  
HARPER CORP. PROJ 15-004PROJECT: EP360 Building & Parking Structure  
PERIOD TO: 05/30/15

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS WORK COMPLETED	WORK IN PLACE	STORED MATERIALS	COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH
<b>SITework</b>								
	PROJECT PAYROLL	142,339.00	0.00	0.00	0.00	0.00	0%	142,339.00
	PRECONSTRUCTION SERVICES	2,256.00	0.00	0.00	0.00	0.00	0%	2,256.00
	CONST. FACIL. & TMP. CONT	109,096.00	0.00	0.00	0.00	0.00	0%	109,096.00
	EQUIPMENT	27,219.00	0.00	0.00	0.00	0.00	0%	27,219.00
	CONTRACT CLOSEOUT & CLEAN	26,870.00	0.00	0.00	0.00	0.00	0%	26,870.00
	MISCELLANEOUS EXPENSES	4,090.00	0.00	0.00	0.00	0.00	0%	4,090.00
	INSURANCE, PERMITS & FEES	5,015.00	0.00	0.00	0.00	0.00	0%	5,015.00
	SITE DEMOLITION	113,668.00	0.00	0.00	0.00	0.00	0%	113,668.00
	SITE PREPARATION	765,758.00	0.00	0.00	0.00	0.00	0%	765,758.00
	SITE STRUCTURES	76,248.00	0.00	0.00	0.00	0.00	0%	76,248.00
	PAVING & SURFACING	504,513.00	0.00	0.00	0.00	0.00	0%	504,513.00
	STORM DRAINAGE	444,466.00	0.00	0.00	0.00	0.00	0%	444,466.00
	SANITARY SEWER	59,277.00	0.00	0.00	0.00	0.00	0%	59,277.00
	FIRELINE	458,333.00	0.00	0.00	0.00	0.00	0%	458,333.00
	SITE UTILITY FEES	118,365.00	0.00	0.00	0.00	0.00	0%	118,365.00
	SITE IMPROVEMENTS	6,154.00	0.00	0.00	0.00	0.00	0%	6,154.00
	ELECTRICAL	58,570.00	0.00	0.00	0.00	0.00	0%	58,570.00
	BUSINESS LICENSE	6,917.00	0.00	0.00	0.00	0.00	0%	6,917.00
	PERMITS, BONDS & INSURANCE	32,661.00	0.00	0.00	0.00	0.00	0%	32,661.00
	CONSTRUCTION CONTINGENCY	133,225.00	0.00	0.00	0.00	0.00	0%	133,225.00
	FEE	119,587.00	0.00	0.00	0.00	0.00	0%	119,587.00
	<b>SUBTOTAL</b>	<b>3,214,627.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0%</b>	<b>3,214,627.00</b>



## EXHIBIT 2C - PAY APPLICATION/SCHEDULE OF VALUES 6-18-15

APPLICATION NO: 001  
HARPER CORP. PROJ 15-004PROJECT: EP360 Building & Parking Structure  
PERIOD TO: 05/30/15

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS WORK COMPLETED	WORK IN PLACE	STORED MATERIALS	COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH
<b>PARKING DECK</b>								
	PROJECT PAYROLL	129,043.00	0.00	0.00	0.00	0.00	0%	129,043.00
	SURVEY AND LAYOUT	12,625.00	0.00	0.00	0.00	0.00	0%	12,625.00
	QC & TESTING	5,400.00	0.00	0.00	0.00	0.00	0%	5,400.00
	CONST. FACIL. & TMP. CONT	112,126.00	0.00	0.00	0.00	0.00	0%	112,126.00
	EQUIPMENT	28,544.00	0.00	0.00	0.00	0.00	0%	28,544.00
	CONTRACT CLOSEOUT & CLEAN	28,452.00	0.00	0.00	0.00	0.00	0%	28,452.00
	MISCELLANEOUS EXPENSES	4,880.00	0.00	0.00	0.00	0.00	0%	4,880.00
	INSURANCE, PERMITS & FEES	15.00	0.00	0.00	0.00	0.00	0%	15.00
	SITE PREPARATION	142,783.00	0.00	0.00	0.00	0.00	0%	142,783.00
	PAVING & SURFACING	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00
	STORM DRAINAGE	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00
	CONCRETE	671,121.00	0.00	0.00	0.00	0.00	0%	671,121.00
	ELEVATED SLABS & WALLS	20,005.00	0.00	0.00	0.00	0.00	0%	20,005.00
	PRECAST CONCRETE	3,350,143.00	0.00	0.00	0.00	0.00	0%	3,350,143.00
	MASONRY	29,970.00	0.00	0.00	0.00	0.00	0%	29,970.00
	METAL FABRICATIONS	287,281.00	0.00	0.00	0.00	0.00	0%	287,281.00
	ROUGH CARPENTRY	1,119.00	0.00	0.00	0.00	0.00	0%	1,119.00
	MEMBRANE ROOFING	9,502.00	0.00	0.00	0.00	0.00	0%	9,502.00
	JOINT SEALANTS	200,831.00	0.00	0.00	0.00	0.00	0%	200,831.00
	FRAMES, DOORS & HARDWARE	5,184.00	0.00	0.00	0.00	0.00	0%	5,184.00
	PAINTING	129,963.00	0.00	0.00	0.00	0.00	0%	129,963.00
	IDENTIFYING DEVICES	21,285.00	0.00	0.00	0.00	0.00	0%	21,285.00
	FIRE PROTECT. SPECIALTIES	5,457.00	0.00	0.00	0.00	0.00	0%	5,457.00
	PARKING CONTROL EQUIPMENT	220,887.00	0.00	0.00	0.00	0.00	0%	220,887.00
	ELEVATORS	125,000.00	0.00	0.00	0.00	0.00	0%	125,000.00
	FIRE PROTECTION	37,509.00	0.00	0.00	0.00	0.00	0%	37,509.00
	PLUMBING	281,004.00	0.00	0.00	0.00	0.00	0%	281,004.00
	HVAC	8,962.00	0.00	0.00	0.00	0.00	0%	8,962.00
	ELECTRICAL	394,713.00	0.00	0.00	0.00	0.00	0%	394,713.00

## EXHIBIT 2C - PAY APPLICATION/SCHEDULE OF VALUES 6-18-15

APPLICATION NO: 001  
HARPER CORP. PROJ 15-004PROJECT: EP360 Building & Parking Structure  
PERIOD TO: 05/30/15

ITEM DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS			COMPLETED AND STORED		BALANCE TO FINISH
		WORK COMPLETED	WORK IN PLACE	STORED MATERIALS	TO DATE	%	
BUSINESS LICENSE	13,427.00	0.00	0.00	0.00	0.00	0%	13,427.00
PERMITS, BONDS & INSURANCE	72,430.00	0.00	0.00	0.00	0.00	0%	72,430.00
CONSTRUCTION CONTINGENCY	89,878.00	0.00	0.00	0.00	0.00	0%	89,878.00
 FEE	 230,461.00	 0.00	 0.00	 0.00	 0.00	 0%	 230,461.00
SUBTOTAL	6,700,000.00	0.00	0.00	0.00	0.00	0%	6,700,000.00
 TOTAL	 9,914,627.00	 0.00	 0.00	 0.00	 0.00	 0.00	 9,914,627.00

In Process



**EXHIBIT C-3**  
**(Site Development Costs)**

<b>EP 360 Parking Garage</b>			
<b>Site Work Schedule of Values</b>			
		<b>Developer Site Schedule of Values</b>	<b>City Share</b>
<b>General Conditions</b>		\$ 271,813	\$ 135,907
<b>Masonry</b>		\$ -	\$ -
<b>Metals, railings and bollards</b>		\$ 27,577	\$ 27,577
<b>Electrical</b>	Power from Falls street to feed office and garage.	\$ 58,628	\$ 29,314
<b>Earthwork, erosion control</b>			\$ -
	Grading and Rock	\$ 653,196	\$ 326,598
	Site Demolition	\$ 111,579	\$ 66,947
	Erosion control	\$ 71,209	\$ 35,605
<b>Exterior Improvements</b>			\$ -
	Asphalt	\$ 232,825	\$ 134,945
	Concrete	\$ 261,542	\$ 156,925
	Site Lighting	\$ 131,164	\$ 65,582
	MSE Retaining Wall	\$ 7,509	\$ 7,509
	Landscape/hardscape	\$ 205,257	\$ 102,628.50
<b>Utilities</b>			
<b>water line: relocate</b>	20 inch water line relocate	\$ 214,000	\$ 76,837
			\$ -
<b>water</b>	New water line on site	\$ 143,485	\$ 71,742.50
			\$ -
<b>Sewer</b>	Replace old terracotte pipe	\$ 42,698	\$ 32,272.50
			\$ -
<b>Stormdrainage</b>	Including detention tanks	\$ 301,178	\$ 150,589
<b>Water quality Measures</b>	Water quality units	\$ 131,566	\$ 65,783
			\$ -
<b>Subdrainage</b>	Waterproofing around retaining walls	\$ 19,690	\$ 19,690
<b>Subtotal</b>		\$ 2,884,916	\$ 1,506,451
<b>Permits and Licenses</b>		\$ 15,595	\$ 7,797.50
<b>Bonds and Insurance</b>		\$ 29,503	\$ 14,752
<b>Contingency</b>		\$ 133,000	\$ 66,500
<b>Fee</b>		\$ 119,000	\$ 59,500
<b>TOTAL</b>		\$ 3,182,014	\$ 1,655,000

**EXHIBIT D**  
Parking Agreement

STATE OF SOUTH CAROLINA	)	PARKING AGREEMENT FOR
	)	DEVELOPMENT AGREEMENT WITH
COUNTY OF GREENVILLE	)	BROAD STREET OFFICE, LLC

This Agreement ("Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the City of Greenville, a South Carolina municipal corporation ("City"), and Broad Street Office, LLC, (hereinafter referred to as "Developer").

WHEREAS, the Developer is developing and constructing a mixed-use development on the northeast corner of East Broad Street and Falls Street in downtown Greenville known as the "EP Campus" (the "Development Project"); and

WHEREAS, it benefits the Development Project and the Developer to have readily accessible parking for its employees, guests, tenants, and patrons (collectively, "Project Users"); and

WHEREAS, the City and Developer have entered into a Development Agreement dated \_\_\_\_\_, 2015 for the construction of a new parking facility of approximately 630 spaces to be owned and operated by the City and located on a portion of the property comprising the Development Project (the "City Parking Facility"), and

WHEREAS, the City has determined that the City Parking Facility serves a proper business and public purpose by providing infrastructure necessary to promote the Development Project and the economic development of the general vicinity, to create employment opportunities for residents of the City and surrounding areas, and to increase the City's tax base by investment occurring in the area, and where feasible, the City is willing to make the City Parking Facility availing to those in the surrounding downtown area; and

WHEREAS, upon completion of the City Parking Facility pursuant to the Development Agreement, the City is willing to make the City Parking Facility available to the Project Users upon the terms and conditions set forth herein.

WITNESSETH:

In consideration of the promises recited herein, the parties agree as follows:

1. Commencing upon completion of the City Parking Facility and continuing until the date that is sixty (60) days from the date of issuance of the final occupancy permit for the office building to be constructed on the EP Campus, the City hereby agrees to make available to the Developer and the Project Users those parking permits set forth on **Exhibit A**, attached hereto and incorporated herein ("Permits"), through parking agreements, (the "User Agreements") at the generally applicable fair market value rate as established by the City in comparable parking facilities operated by the City in the Central Business District. The Permits will be available to the Developer and Project Users, provided that the use of the City Parking Facility shall at all times be on the same terms and on the same basis as the use by the general public, including, but not limited to, rate. The City shall use various User Agreements to make the Permits available to the Developer and the Project Users upon such terms and conditions as are available to members of the general public. The current form of the User Agreements, which are subject to change at any time in the sole discretion of the City, are attached hereto as **Exhibit B**. The current parking permit categories and related pricing offered by the City for the City Parking Facility are attached hereto as **Exhibit C**; such categories and pricing are subject to change at any time in the sole discretion of the City. Each of the User

Agreements shall be for a term of use for 30 days ("Term"); provided, however, at the conclusion of each Term, the Developer and the Project Users, as applicable, shall have the option to renew its Permit(s) at the then generally applicable fair market value rates in effect at the time of the renewal as may be determined from time to time by the City. In the event the Developer or any Project User elects not to renew one or more Permits, then such Permits will be made available for use by members of the general public on an hourly, daily or monthly basis on a first come, first served basis ("Customer"); provided, however, that the Permits will again be available to the Developer and the Project Users under this Agreement on a priority basis upon the expiration of the Customer's use with the understanding the City shall have no obligation to displace any Customer in order to accommodate the Developer or Project Users. The City will use good faith efforts to make additional parking permits (beyond those set forth on Exhibit A) available to the Developer and Project Users using the same procedure set forth above with respect to Permits where the renewal option was not exercised. For the avoidance of doubt, the Developer or Project Users are required to make payment for all Permits covered under this Agreement on a monthly basis (commencing no later than sixty (60) days after the final occupancy permit is issued for the office building as mentioned above) in order to maintain access to the Permits under the terms and conditions set forth herein.

2. The City will operate the City Parking Facility through the use of personnel and/or mechanical or electronic equipment in such a manner as to provide access to the City Parking Facility for the Developer and the Project Users on the same basis as access is made available for the general public, such City Parking Facility to be open 24 hours a day, 365 days per year, unless temporarily closed due to repairs, maintenance, expansion or construction or permanently closed due to casualty or destruction. No compensation shall be due from the City in any such event, and in the latter event this Agreement shall immediately terminate without further liability or obligation on the part of the City. The City shall operate the City Parking Facility in a manner similar to its operation of other City-owned parking facilities. Notwithstanding the foregoing, the City will use its best efforts to make available city-owned parking facilities to those Project Users with User Agreements who may be displaced from the City Parking Facility by temporary closure necessitated by repairs, maintenance, expansion or construction, at the generally applicable fair market value rate for that facility. The Developer and the Project Users are not entitled to any payments or offsets from the City's monthly, hourly, or daily parking revenues against the parking charges otherwise due under this Agreement or any User Agreements. The Developer shall not receive any payments directly or indirectly from revenues of the City Parking Facility.

3. The City shall maintain the City Parking Facility in working condition, perform preventative maintenance measures, and make all necessary repairs (including structural repairs) and capital improvements as the City deems reasonably necessary to maintain the City Parking Facility in good repair and in a first class condition similar to operation of the other city-owned parking facilities.

4. All promises made by the City in this Agreement are intended to be promises to the Developer in the City's parking business capacity, and no provision herein is intended to create a duty where none otherwise exists from the City to the Project Users or to the owners, officers, employees, agents, patrons, guests or tenants of the Development Project, and no such person shall be deemed to have any entitlement as a third party beneficiary of this Agreement.

5. No modifications, amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all of the parties hereto.

6. The City and the Developer acknowledge that the City Parking Facility has been financed in whole or in part with the proceeds of bonds, the interest on which is excludable from gross income for federal income tax purposes. In the event that any provision of this Agreement is deemed by the City's bond counsel to jeopardize such tax exemption, such provision shall be severable and the remaining portions of this Agreement shall be considered to be in full force and effect. In the event the City's bond counsel determines that a provision of this Agreement jeopardizes the tax exempt status of any of the City's bonds, then both parties will agree to negotiate in good faith a replacement provision which will be designed

to achieve as close as possible the relative positions of the parties and further agree that the City will not act on its bond counsel advice to that effect without first affording the Developer the opportunity to secure the services of a nationally recognized bond attorney to confer with the City's bond counsel.

7. The covenants and conditions contained in this Agreement shall bind and inure to the benefit of the City and the Developer and their respective successors and assigns.

8. This Agreement shall be governed by the laws of the State of South Carolina.

9. This Agreement constitutes the entire and exclusive agreement between the parties concerning the subject matter hereof and supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

WITNESSES:

CITY OF GREENVILLE

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

John F. Castile  
City Manager

WITNESSES:

BROAD STREET OFFICE, LLC

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

G. Jackson Hughes, Jr.  
Manager

APPROVED AS TO FORM:

REVIEWED BY:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Economic Development Director

\_\_\_\_\_  
Office of Management and Budget Director

\_\_\_\_\_  
Public Works Director

**EXHIBIT A**

Name of Garage: TBD  
Address: \_\_\_\_\_

400 Permits

In Process

**EXHIBIT B****Business Application for Monthly Parking Permit(s)**

Select Garage: \_\_\_\_\_

Business Name	_____	Responsible Party	_____
Business Address	_____		_____
Business Phone	_____	Email	_____
	_____		_____

The Business identified above makes application for the number and types of monthly parking permits identified below ("Permits") on behalf of itself and its employees, guests, tenants or patrons ("Users") in the garage identified above ("Facility"); all rates are subject to change at the City's sole discretion.

_____	Standard Monthly Parking (Monday through Friday Access to Facility 6AM to 6PM)	\$ _____
_____	Monthly Residential Parking (24/7 Access to Facility—unassigned space )	\$ _____
_____	Reserved Monthly Parking (Assigned Space Monday through Friday Access to Facility 6AM to 6PM)	\$ _____
_____	Premium Reserved Monthly Parking (Assigned Space Facility Access 24/7)	\$ _____
_____	Premium Monthly Parking (24/7 access Non-Residential—unassigned space)	\$ _____
	Total	\$ _____

No Permits shall be issued until this application is approved in writing by the City.

All Permits issued shall be for a term of use of 30 days ("Term"). At the conclusion of each Term, the Business shall have the option to renew the Permits at the then generally applicable fair market value rates in effect at the time of renewal as may be determined by the City in its sole discretion. In the event the Business elects not to renew one or more Permits, then said Permits shall be made available for use by the general public on an hourly, daily or monthly basis on a first come, first served basis, including the Business and the Users. The City reserves the right to temporarily close the Facility in whole or in part due to repairs, maintenance, expansion or construction as well as the right to permanently close the Facility due to casualty or destruction. No compensation shall be due from the City in any such event, and in the latter event this Agreement shall immediately terminate without further liability or obligation on the part of the City.

The above parking fees are due in advance before the first day of the month. If the fee is not paid by the 10th of the month, a late fee totaling 10% of the outstanding balance will be added and all prox Cards

("Cards") associated with the above-named business will be disabled. Once the Cards are disabled, the daily parking charge must be paid in order to exit the facility and will not be applied towards the balance or refunded. **NO REFUNDS** shall be given for such parking fees.

There is a per Card deposit due (capped at a maximum of 20 Cards) in an amount equal to the monthly rate(s) identified above in advance and refundable, without interest, upon surrender of your valid Cards. The deposit will be returned in full provided that all monthly charges are paid in full and the Cards are returned to the City no later than the 5th day of the month. If the Cards are not returned by the 5th day of the month, the above named Business will owe for that month. Loss of a valid monthly Card results in a replacement fee of **\$25.00** per Card.

All Permits assigned to an individual user must be made by the Business using the City's Business Assignment Application for Monthly Parking Permits. Failure to notify Parking Services of changes to the Business Assignment Application for Monthly Parking Permits or changes to information requested on the Business Assignment Application for Monthly Parking Permits may cause the monthly Card(s) to be disabled until all information is received.

Parking Cards allow access to the Facility only. The Card is to be used by the **assigned person only, NO EXCEPTIONS**. Unauthorized use of the Card by other persons will result in permanent cancellation of the User's parking privileges at all city parking facilities.

Any User entering the facility outside the time period associated with their parking category shall pay the prevailing rate in effect at the time of entry.

Unless associated with Permit affording 24/7 access to the Facility, any vehicle left in the Facility longer than 72 hours (3 days) without notifying the Parking Division, is subject to being towed at the owners expense at the discretion of the Greenville Police Department.

**The City shall not be responsible for loss, damage to property or personal injury as a result of parking at the above location. The undersigned relieves the City from any and all claims which they may have.**

Make checks payable to "**CITY OF GREENVILLE**", please put account number and facility name on your check and mail to City of Greenville, Parking Services Division, P.O. Box 488, Greenville, SC 29602.

I have read and understand the above application and agree to abide by all rules and regulations of said application.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Business)

City Approval:

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(City)

**Notify the parking division at 864-467-4900 when a change in vehicle(s) or address information occurs.**

**OFFICE USE ONLY:**

Date Issued: \_\_\_\_\_ Prox Card# \_\_\_\_\_

Issued By: \_\_\_\_\_

Revised March 20, 2015

**Business Assignment Application for Monthly Parking Permits**

Garage: \_\_\_\_\_ (“Facility”)

Business Account: \_\_\_\_\_

**In Process**Cardholder  
Name \_\_\_\_\_

Home Address \_\_\_\_\_

Cell Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

Email \_\_\_\_\_

The Business Assignment Application for Monthly Parking Permits allows the Business to pay for and receive Permits on behalf its employees, guests, tenants or patrons, collectively referred to as the “Users”. The terms and conditions of such Permits are governed by the agreement between the City and Business.

A Permit entitles the User to receive a parking card which allows access to Facility only. The parking card is to be used by the **assigned User only, NO EXCEPTIONS**. Unauthorized use of the parking card by other persons may result in permanent cancellation of the Permit.

Any User entering the Facility outside the time period associated with their parking category shall pay the prevailing rate in effect at the time of entry.

Unless associated with a Permit affording 24/7 access to the Facility, any vehicle left in the Facility longer than 72 hours (3 days) without notifying the Parking Division is subject to being towed at the vehicle owner’s expense at the discretion of the City of Greenville.

**The City shall not be responsible for loss, damage to property or personal injury as a result of parking at the above location. The undersigned relieves the City from any and all claims which they may have.**



***I have read and understand the above application and agree to abide by all rules and regulations of said application***

***Yes No***

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Notify the parking division at 864-467-4900 when a change in vehicle(s) or address information occurs.**

**Primary Vehicle Information**

Make \_\_\_\_\_ Model \_\_\_\_\_  
State \_\_\_\_\_ Tag Number \_\_\_\_\_  
Color \_\_\_\_\_ Year \_\_\_\_\_

**Secondary Vehicle Information**

Make \_\_\_\_\_ Model \_\_\_\_\_  
State \_\_\_\_\_ Tag Number \_\_\_\_\_  
Color \_\_\_\_\_ Year \_\_\_\_\_

**OFFICE USE ONLY:**

Date Issued: \_\_\_\_\_ Prox Card# \_\_\_\_\_

Issued By: \_\_\_\_\_

Revised March 20, 2015

**EXHIBIT C**

Categories for City of Greenville Parking Facilities (all rates subject to change at the City's sole discretion)

Standard Monthly Parking \$70.00  
(Monday through Friday Access to  
Facility 6AM to 6PM)

Monthly Residential Parking \$70.00  
(24/7 Access to Facility—unassigned space)

Reserved Monthly Parking \$95.00  
(Assigned Space Monday through Friday Access to Facility 6AM to 6PM)

Premium Reserved Monthly Parking \$120.00  
(Assigned Space Facility Access 24/7)

Premium Monthly Parking \$95.00  
(24/7 Facility access Non-Residential—unassigned space)

In Process

**EXHIBIT E**  
Parking Facility Expectations  
**RESERVED**

In Process



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To:** Honorable Mayor and Members of City Council  
**From:** John F. Castile, City Manager

Agenda Item No.

16a

☐ Ordinance/First Reading
 ☐ Ordinance/Second & Final Reading
 ☒ Resolution/First & Final Reading
 ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

TO REAPPOINT VARIOUS JUDICIAL POSITIONS IN MUNICIPAL COURT UNDER CHAPTER 22, "MUNICIPAL COURT," OF THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE

**SUMMARY BACKGROUND:**

City Council, under Chapter 22, "Municipal Court," of the Code of Ordinances of the City of Greenville, is required to bi-annually appoint the positions of Ministerial Recorder and Assistant Presiding Judge. City Council desires to appoint individuals to positions of the Municipal Court's judicial personnel, in conformity with the Code of Ordinances.

**IMPACT IF DENIED / APPROVED:**

If denied, various judicial positions in municipal court will not be reappointed. If approved, various positions of municipal court will be approved.

**FINANCIAL IMPACT:**

n/a

#### REQUIRED SIGNATURES

Department Director

\_\_\_\_\_

City Attorney

DocuSigned by:

*Michael S. Pitts*

OMB Director

\_\_\_\_\_

City Manager

5E0F2A267E2D413...

DocuSigned by:

*John Castile*

FC2509CAE224473...

RESOLUTION NO. 2015-\_\_\_\_\_

A R E S O L U T I O N

TO REAPPOINT VARIOUS JUDICIAL POSITIONS IN MUNICIPAL COURT  
UNDER CHAPTER 22, "MUNICIPAL COURT," OF THE CODE OF  
ORDINANCES OF THE CITY OF GREENVILLE

WHEREAS, City Council, under Chapter 22, "Municipal Court," of the Code of Ordinances of the City of Greenville, is required to bi-annually appoint the positions of Ministerial Recorder and Assistant Presiding Judge; and

WHEREAS, City Council desires to appoint individuals to positions of the Municipal Court's judicial personnel, in conformity with the Code of Ordinances;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF GREENVILLE, SOUTH CAROLINA:

1. James D. Calmes, Merl F. Code, and Pamela P. Fulbright are appointed to continue employment as Assistant Presiding Judges for two year terms ending June 30, 2017.
2. Mark Hartle, Phillip Tate, Denise Livingston and Kathy Hiles are appointed to continue employment as Ministerial Recorders for two year terms ending June 30, 2017.

RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To: Honorable Mayor and Members of City Council**  
**From: John F. Castile, City Manager**

**Agenda Item No.**

16b

☐ Ordinance/First Reading
 ☐ Ordinance/Second & Final Reading
 ☒ Resolution/First & Final Reading
 ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

TO DESIGNATE \$3,000 FROM THE CITY COUNCIL RESERVE IN THE STATE ACCOMMODATIONS TAX FUND FOR THE PURPOSE OF PROVIDING FINANCIAL ASSISTANCE TO BLACK PAGES INTERNATIONAL FOR THE 2015 UPSTATE BUSINESS SUMMIT AND "TASTE OF BLACK UPSTATE"

**SUMMARY BACKGROUND:**

Black Pages International has requested \$6,000 from the City Council Reserve in the State Accommodations Tax Fund to support the Upstate Business Summit and "Taste of Black Upstate." The event will take place at the Peace Center and Commerce Club in downtown Greenville and is expected to draw approximately 650 people to Greenville. The applicant is applying for out of cycle funding due to a date change with the event from August 2015 to June 2015, which brings it into the FY 2014-15 fiscal year. The Accommodations Tax Advisory Committee met on this application and recommended granting the applicant \$3,000 for this event.

**IMPACT IF DENIED / APPROVED:**

If approved, the City will support the Upstate Business Summit and "Taste of Black Upstate" providing finding. If denied, the City will not support the Upstate Business Summit and "Taste of Black Upstate."

**FINANCIAL IMPACT:**

The City will designate \$3,000 from the City Council Reserve in the State Accommodations Tax Fund to support the 2015 Upstate Business Summit and "Taste of Black Upstate."

#### REQUIRED SIGNATURES

**Department Director**

DocuSigned by:

*Kai Nelson*

41A49000329242C...

**City Attorney**

DocuSigned by:

*Michael S. Pitts*

5E0F2A267E2D413...

DocuSigned by:

*John Castile*

FC2569CAE224473...

**OMB Director**

**City Manager**

RESOLUTION NO. 2015-\_\_\_\_\_

A R E S O L U T I O N

TO DESIGNATE \$3,000 FROM THE CITY COUNCIL RESERVE IN THE STATE ACCOMMODATIONS TAX FUND FOR THE PURPOSE OF PROVIDING FINANCIAL ASSISTANCE TO BLACK PAGES INTERNATIONAL FOR THE 2015 UPSTATE BUSINESS SUMMIT AND “TASTE OF BLACK UPSTATE”

WHEREAS, Black Pages International has requested assistance totaling \$6,000 to support the 2015 Upstate Business Summit and “Taste of Black Upstate;” and

WHEREAS, this event will take place at the Peace Center and Commerce Club in downtown Greenville and is expected to have approximately 650 attendees; and

WHEREAS, the Accommodations Tax Advisory Committee recommended funding this event at \$3,000; and

WHEREAS, City Council has established a contingency reserve in the State Accommodations Tax fund for events which may arise during the course of the year; and

WHEREAS, the balance of the reserve in the State Accommodations Tax Fund is currently \$50,000; and

WHEREAS, City Council desires to support the 2015 Upstate Business Summit and “Taste of Black Upstate;” and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the amount of \$3,000 in the City Council Reserve in the State Accommodations Tax Fund is granted to Black Pages International for the 2015 Upstate Business Summit and “Taste of Black Upstate.”

RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**To: Honorable Mayor and Members of City Council**  
**From: John F. Castile, City Manager**

Agenda Item No.

16c

☐ Ordinance/First Reading
 ☐ Ordinance/Second & Final Reading
 ☒ Resolution/First & Final Reading
 ☐ Information Only

**AGENDA DATE REQUESTED:** June 22, 2015

**ORDINANCE/RESOLUTION CAPTION:**

Resolution to recognize the heroic actions of Police Officers Jessica Hawkins and Joshua Tankersley

**SUMMARY BACKGROUND:**

The proposed Resolution commends Police Officers Jessica Hawkins and Joshua Tankersley for heroic actions displayed on May 30, 2015, when they responded to a call at McPherson Park assisting an individual who had fallen in her electric wheelchair down a twenty-foot embankment into the creek.

**IMPACT IF DENIED / APPROVED:**

N/A

**FINANCIAL IMPACT:**

N/A

#### REQUIRED SIGNATURES

Department Director \_\_\_\_\_

City Attorney \_\_\_\_\_

OMB Director \_\_\_\_\_

City Manager \_\_\_\_\_

DocuSigned by:

*Michael S. Pitts*

5E0F2A267E2D413...

DocuSigned by:

*John Castile*

FC2569CAE224473...



A R E S O L U T I O N

TO RECOGNIZE THE HEROIC ACTIONS OF POLICE OFFICERS  
JESSICA HAWKINS AND JOSHUA TANKERSLEY

WHEREAS, on May 30, 2015, Greenville Police Officer Jessica Hawkins was off duty in the vicinity of downtown Greenville and Officer Joshua Tankersley was on duty; and

WHEREAS, a call was sent out by 911 dispatch regarding a female who had fallen in her electric wheelchair down a twenty-foot embankment into the creek at McPherson Park; and

WHEREAS, being near the location, Officer Hawkins responded to the call without hesitation and observed an individual fully submerged under the water, along with a portion of her head; and

WHEREAS, Officer Hawkins climbed down the embankment into the water pulling the individual's head above the water and keeping it there until further assistance arrived; and

WHEREAS, Officer Tankersley arrived on the scene and was able to assist Officer Hawkins and the individual while waiting on medical personnel; and

WHEREAS, the victim suffered injuries from the fall, as well as the loss of her wheelchair; and

WHEREAS, Office Hawkins not only provided initial assistance to the individual at the time of the incident, but has also assisted in obtaining a new wheelchair for the individual; and

WHEREAS, City Council would like to recognize Officer Hawkins and Officer Tankersley and commend them for their efforts in assisting the injured party;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, Officer Jessica Hawkins and Officer Joshua Tankersley are commended for their heroic actions on May 30, 2015. City Council is very proud of these employees and their assistance in responding to a call at McPherson Park. City Council commends Officer Hawkins and Officer Tankersley for their efforts in going above and beyond the call of duty.

RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK